

CONNECTICUT DEPARTMENT OF TRANSPORTATION

2800 Berlin Turnpike
Newington, Connecticut 06111

REQUEST FOR PROPOSALS NO. STOD71312



STATE OF CONNECTICUT

CONNECTICUT DEPARTMENT OF TRANSPORTATION

REQUEST FOR PROPOSALS FOR THE TRANSIT-ORIENTED DEVELOPMENT OF THE STAMFORD
PARKING GARAGE

(STOD71312)

DUE DATE: September 24, 2012 AT 2 P.M. EST

DESCRIPTION: Stamford Transportation Center Parking Garage
and Transit-Oriented Development

SUBMITTAL LOCATION: Connecticut Department of Transportation
Attn: Scott Hill, Manager of Bridges and Facilities
2800 Berlin Turnpike
Newington, CT 06111

The Connecticut Department of Transportation (hereinafter referred to as the "CTDOT" or the "Department") is seeking comprehensive proposals ("Proposals") from private entities to replace an existing parking garage at the Stamford Transportation Center and provide related improvements as part of a Transit-Oriented Development ("TOD").

This solicitation is a Request for Proposals ("RFP"). Any updated information regarding this procurement process can be found on the Project website at:

<http://sharepoint.jacobs.com/sites/CONNDOT/SitePages/Home.aspx>

The response to this RFP (Proposal) must be in the actual possession of the Department prior to the time and date, and at the location indicated above. **Late submissions will not be considered.**

The Proposals must be submitted in a sealed package with the words "Stamford TOD" clearly marked on the outside, and with the Request Number STOD71312 and the name and address of the Proposer clearly indicated on the package. In the package will be two separate envelopes entitled STOD71312 Technical Proposal (Proposal Name) and STOD71312 Financial Proposal (Proposer Name). All Proposals must be typewritten, and developed in accordance with this RFP.

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REQUEST FOR PROPOSALS

1.0 INTRODUCTION

This Request for Proposals (“RFP”) is issued by the Connecticut Department of Transportation (the “CTDOT” or the “Department”) to the proposers short-listed (“Proposers”) pursuant to the Request for Qualifications and Conceptual Proposals dated February 28, 2012, a copy of which RFQ/CP is available at <http://sharepoint.jacobs.com/sites/CONNDOT/SitePages/Home.aspx>.

The intent of this RFP is to initiate the next phase to select a development team to deliver a Project that includes development to support the Stamford Transportation Center including the replacement of an existing parking garage and improvements as part of a transit-oriented development (“TOD”), as further described in Section 1.2. This RFP outlines the Project Elements, Requirements, Performance Criteria and Evaluation Criteria for proposals submitted in response to this RFP (each, a “Proposal”).

The Department’s statutory authority for this RFP process is Section 13b-79kk of the Connecticut General Statutes (the “TOD Statute”).

1.1 Project Background

The City of Stamford has always been a place whose growth has evolved as a result of its geography. As a colony in the 1600s—then known as Connecticut Colony—the economic engine for the small colony was in water-borne trade, which was made possible due to its close proximity to New York City. Daily train service between New York City and Stamford began in the mid-1800s, which gave way to summer homes and long-distance commutes into New York City.

Approximately 33 miles from Grand Central Terminal, the Stamford Transportation Center (the “Stamford Station”) is located at 30 Station Place, in Stamford, CT, just south of Interstate 95. Owned by the CTDOT, Stamford Station is a regional gateway and intermodal transportation hub offering transportation connections to Metro-North Railroad (New Haven Line), Amtrak intercity rail service, local CT Transit, Greyhound intercity bus service, and private taxi and corporate shuttle services. Thousands of Manhattan-bound commuters board trains in Stamford each morning. These commuters may choose from numerous daily express trips that deliver them into Grand Central in approximately 47 minutes during the morning peak hours. Thousands more reverse-commuters arrive in Stamford daily from New York City and stations west, and from points east.

The Stamford Station complex includes a public waiting room/concourse and concessions area over the tracks, multiple passenger boarding platforms, dedicated taxi queue, corporate shuttle and bus transit depots, a number of retail storefronts and two interconnected parking garages with approximately 1,927 total parking spaces.

Strategically located in the urbanized corridor between Boston, New York, and Washington, DC, today Stamford’s rail station and regional transportation network remains a key to the future and continued economic success of the area.

CTDOT owns two parking garages to service the Stamford Station. The garage closest to the Stamford Station (the “Original Garage”) provides 727 commuter parking spaces and was constructed in the 1980s. A second garage, directly adjacent and connected to the Original Garage, which was constructed in 2004, provides an additional 1,200 parking spaces (“2004 Garage”). In both garages, parking permits

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are currently \$70 per month. Demand for the CTDOT commuter parking spaces currently exceeds the availability.

The Stamford Station is operated by the Department through a facilities management contract with Fusco Management Company, which operates and maintains the Stamford Station, both parking garages and the taxi queuing system, and which provides 24-hour security for the facilities.

Consistent with its authority to make available opportunities for transit-oriented developments (“**TOD**”), the Department desires to replace the Original Garage to increase parking and to provide a more state-of-the-art facility and other improvements to enhance the mobility and transit experience of commuters, pedestrians and other users of the Stamford Station.

1.1.1 Development Opportunity on CTDOT Property

In the early 2000s, CTDOT invested millions of dollars to renovate Stamford Station. The developer selected by the Department through this RFP (the “**Developer**,” or the “**Selected Proposer**”) will further enhance Stamford Station and its environs in three ways.

First, the Developer will replace the existing Original Garage with a minimum of 1,000 new commuter parking spaces and provide other improvements to Stamford Station that would complement its existing use. The replacement parking must be constructed within one-quarter mile of the Stamford Station on a site(s) that is acceptable to the CTDOT. This one-quarter mile threshold is considered an “**Acceptable Walking Distance**” and is more specifically depicted in **Exhibit 1** of this RFP. The aforementioned improvements are referred to as the “**Garage Improvements**” and are further described in Section 1.2.1.

Second, the Developer will be afforded the opportunity to utilize development rights and other property interests that are available on the CTDOT Property, as defined hereinafter. The “CTDOT Property” consists of Parcel A and Parcel B as such parcels are shown and depicted on the map labeled “CTDOT Property” available at <http://sharepoint.jacobs.com/sites/CONNDOT/SitePages/Home.aspx>. Parcel A is generally bounded by I-95 to the north, Atlantic Street to the east, the southerly sides of the Original Garage, 2004 Garage and Station Place to the south, and Washington Boulevard to the west. Parcel B is generally bounded by I-95 to the north, Washington Boulevard to the east, the southerly side of the railroad tracks to the south, and Greenwich Avenue and an outparcel and the Rippowam River to the west. See Section 3.5 for qualifications and requirements regarding the use of the CTDOT Property.

Third, the Developer may capitalize on its investments in the Stamford Station by integrating the Stamford Station improvements with improvements the Developer constructs on other property the Developer owns or otherwise has the right to develop. To be considered part of the TOD Project, such other property must be within one half-mile radius of the Stamford Station.

The improvements other than the Garage Improvements are referred to as the “**TOD Improvements**” and are further described in Section 1.2.2.

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The Selected Proposer will enter into a “**Development Agreement**”¹ with the Department and will be responsible for the financing, design, construction, operations and maintenance of Project, consistent with Section 3.0, Table 2 and the Project performance criteria.

1.2 Project Description

This “**Project**” consists of two central components: (1) Garage Improvements, and (2) TOD Improvements, each as defined and described hereinafter.

1.2.1 The Garage Improvements

The “**Garage Improvements**” means those Project Elements listed as numbers 1, 2, 3, 4, 5, and 8 in Table 2. Generally, Garage Improvements consist of (i) the demolition of the Original Garage; (ii) the design and construction to replace the Original Garage with at least 1,000 **Commuter Parking** spaces plus any new Commuter Parking spaces necessary to replace any parking permanently taken out of service from the 2004 Garage and/or South State Street surface lot (collectively, “**New Parking Spaces**”), which New Parking Spaces may be constructed in garage(s) on the Original Garage site and/or other approved site (“**Replacement Garage(s)**”) within the Acceptable Walking Distance to the Stamford Station with the existing pedestrian overpass serving as the origin and destination point; (iii) the installation of a new Parking Access and Revenue Control System (“**PARCS**”); (iv) the design and construction of a new Pedestrian Bridge; (v) the design and construction of infrastructure, traffic flow and capacity improvements to Station Place for motorists, cyclists and pedestrians (“**Station Place Improvements**”); (vi) the operation and maintenance of the 2004 Garage and provision, operation and maintenance of all temporary parking (if needed) before demolition and during construction; and (vii) the operation and maintenance of items (i) through (v) herein for a minimum of three years after the Department’s acceptance of said items.

1.2.2 The TOD Improvements

The “**TOD Improvements**” are listed as #6 on Table 2. Generally, TOD Improvements are those improvements are that the Proposer includes in the Project to meet the requirements of the TOD Statute. As defined under Section 13b-79kk, "transit-oriented development" means the development of residential, commercial and employment centers within one-half mile or walking distance of public transportation facilities, including rail and bus rapid transit and services that meet transit supportive standards for land uses, built environment densities and walkable environments, in order to facilitate and encourage the use of those services.

1.3 Project Minimum Requirements

The Department has identified the following seven (7) “**Minimum Requirements**” as essential to the success of Project:

¹ The Development Agreement may be a Development Agreement, a Development and Operating Agreement and/or may include other legal instruments depending on the nature of the selected proposal. But for purposes of this RFP, the term “Development Agreement” contemplates one or more agreements and/or legal documents that will be executed between the Department and the Selected Proposer.

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- (1) Demolition of the Original Garage;
- (2) Provision of temporary parking (as needed) prior to demolition and during construction of the Replacement Garage(s) within the Acceptable Walking Distance, and at the same number of spaces of those being removed from commuter use;
- (3) Provision of the Replacement Garage(s) with the New Parking Spaces and within Acceptable Walking Distance and in public commuter use within three (3) years of NTP;
- (4) Provision of Station Place Improvements;
- (5) Provision of a new Parking Access and Revenue Control System (PARCS);
- (6) Provision of TOD Improvements that meet TOD statutory requirements; and
- (7) CTDOT monetary contribution will not to exceed \$35 million in tax-exempt bond proceeds and which may be used only toward “**Eligible Costs**” as defined in Section 3.3.1.

Proposers must address and demonstrate compliance with these Minimum Requirements in their Proposals in order to proceed to full evaluation of the Technical and Financial merits of their Proposals. Notwithstanding the same, Proposers should address all submission requirements of Sections 9 and 10; and the Selected Proposer will be required to comply with additional requirements included in this RFP beyond the Minimum Requirements, including the Performance Criteria, the provisions of the Development Agreement, and applicable laws, regulations, and codes. For budgeting and planning purposes, Proposals must, and will be deemed to have, taken into account such additional requirements.

1.4 Capitalized Terms and Definitions

With the exception of titles, headings, proper names and the beginning of sentences, capitalized words indicate that they have been given a defined meaning within this RFP and **Attachment 1**.

1.5 RFP Documents

This RFP includes the following documents (“**RFP Documents**”):

- (1) RFP
- (2) Schedule 1: Development Agreement (to be provided by addendum)
- (3) Schedule 2: Performance Criteria for Design and Construction
- (4) Schedule 3: Performance Criteria for the PARCS
- (5) Schedule 4: Performance Criteria for Operations and Maintenance
- (6) Reference Documents (for information only)

The inclusion of the RFP documents does not relieve the Proposer from conducting and completing his or her own due diligence, as provided in Section 8.3 of this RFP.

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2.0 SCHEDULES

2.1 RFP Schedule / Submittal Deadlines

The following **Table 1** sets forth the target RFP Schedule and submittal deadlines. Any modifications to the schedule will be provided to the Proposers as soon as possible. More information concerning each item is set forth in subsequent sections of this RFP.

Table 1 - Target RFP Schedule

Item	Deadline
Release of RFP to Short-listed Proposers	7/13/2012
Proposer's Site Visit Period	7/19/2012 – 8/14/2012
Notification of One-on-one Meeting Schedule	7/29/2012
"RFI/Comment Deadline"	8/14/2012
Final Date to Submit Request to Modify Team	8/14/2012
Department's Response to Request to Modify Team	8/24/2012
"Addenda Deadline"	8/28/2012
"Proposal Due Date"	2:00 p.m. EST 9/24/2012
Notice of Competitive Range Selection	By 10/05/2012
Notification of Interview Dates	By 10/05/2012
Interviews	Week of October 15
Department's Requests for Proposal Clarifications & Responses (as needed including One-on-One Meetings as needed)	10/22 - 11/14(Tentative)
Notification of Preferred Proposer	By 11/30/2012
Negotiation Period	December 2012
Final Approvals of Development Agreement and intra-Proposer agreements	December 2012

Responses to this RFP must be in the actual possession of the Department by the Proposal Due Date.

2.2 Notice to Proceed

The Department anticipates issuing a Notice to Proceed ("**NTP**") within 30 days after the Development Agreement has been approved by the Office of the Attorney General.

2.3 Project Schedules

2.3.1 The Garage Improvements must be completed and in public commuter use within three (3) years from the issuance of the NTP.

2.3.2 Upon the Department's acceptance of the Replacement Garage(s), PARCS, Station Place Improvements and Pedestrian Bridge, the Selected Proposer shall provide operation and maintenance ("**O&M**") as provided in #8 of Table 2, and Section 3.7

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2.3.3 TOD Improvements must be completed in a manner consistent with a schedule agreed to between CTDOT and the Selected Proposer. The Proposer’s proposed Project Schedule or such other schedule, as CTDOT agrees to, will be incorporated into the Development Agreement.

2.3.4 Payments for the Eligible Costs of the Project will be made in accordance with the Development Agreement. The Department will reserve the right to ensure that all workers and suppliers are paid in a timely manner, in accordance with all laws.

3.0 PROJECT REQUIREMENTS AND CRITERIA

3.1 Scope of Work

3.1.1 The Selected Proposer will be responsible for the financing, (except as provided in Section 3.3 concerning CTDOT’s maximum monetary contribution), design, construction, operations and maintenance of the Project, and for performing all work and activities necessary to meet the requirements of the Project, as agreed to in the Development Agreement between the Selected Proposer and the Department.

3.1.2 The Developer will be responsible for the management of any temporary parking, the Replacement Garage(s), Station Place Improvements, Pedestrian Bridge, and 2004 Garage, as provided in Section 3.7.

3.2 Project Elements

Proposals must address each “**Project Element**” and corresponding requirements listed below in Table 2.

Table 2: Project Elements and Requirements

#	Element	Requirements
1	Demolish Original Garage	<ul style="list-style-type: none">▪ Conduct demolition in accordance with state law and local ordinances and in such a manner to (i) protect public safety; (ii) minimize disruption to commuters; (iii) maintain parking and access to the 2004 Garage; and (iv) protect the 2004 Garage and adjacent property from damage.
2	Temporary Parking	<ul style="list-style-type: none">▪ Provide temporary parking prior to demolition and during construction of the Replacement Garage(s) within the Acceptable Walking Distance, as defined in subsection 1.2.1.▪ Provide the same number of temporary parking spaces as removed from use in the Original Garage, South State Street surface lot, and 2004 Garage.▪ Minimize disruption to commuters.▪ Collect parking fees and remit to CTDOT.
3	Design and Construct Replacement Garage(s) and Pedestrian Bridge	<ul style="list-style-type: none">▪ Provide the New Parking Spaces within the Acceptable Walking Distance▪ Complete and have in public commuter use within three (3) years from the issuance of the NTP.▪ If the Replacement Garage(s) is part of a structure that also provides non-State Controlled Parking, then the Replacement Garage(s) must have a distinct and separate metering and revenue entrance for State

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#	Element	Requirements
		<p>Controlled Parking.</p> <ul style="list-style-type: none"> ▪ If the Replacement Garage is located on the Original Garage site, it must also provide connectivity between the Replacement Garage and the 2004 Garage so that the public can have access from one to the other without exiting to Station Place. ▪ Replace the elevated pedestrian walkway between the Stamford Station and the Original Garage with a walkway to connect Stamford Station to the Replacement Garage(s) or 2004 Garage. ▪ Meet all requirements of Schedule 2.
4	Design and Construct Station Place Improvements	<ul style="list-style-type: none"> ▪ Provide and maintain improved circulation, improvements to taxi queuing, and “Kiss and Ride” commuter and other rider drop offs at the station, as well as bicycle and pedestrian access on Station Place. ▪ Complete Station Place Improvements and have all such Improvements in public use within three (3) years from the issuance of the NTP. ▪ Design and reconstruct Station Place consistent with the street standards of the CTDOT Highway Design Manual.
5	Installation of Parking Access and Revenue Control System (“PARCS”) Replacement and Integration	<ul style="list-style-type: none"> ▪ Replace current PARCS according to Schedule 3 with a new system which integrates the revenue collection and space availability information for the Department’s 2004 Garage and the Replacement Garage(s). ▪ If the Replacement Garage is not located on the Original Garage site, PARCS must include a practical and effective system to notify customers as to the availability of parking spaces at each garage. ▪ Completed and in public commuter use within three (3) years from the issuance of the NTP.
6	Design and Construct TOD Improvements	<ul style="list-style-type: none"> ▪ Design and construct TOD Improvements to meet the requirements of the TOD Statute and in accordance with applicable state and local design and construction specifications, requirements, and laws.
7	Development Financing	<ul style="list-style-type: none"> ▪ CTDOT monetary contribution shall not to exceed \$35 million in tax-exempt bond proceeds and which may be used only toward the Eligible Costs. ▪ Proposer ability to finance and fund the design, and construction, and startup of the Project in a timely manner.

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#	Element	Requirements
8	Post-Construction Operation and Maintenance	<ul style="list-style-type: none">▪ Operate and maintain the Replacement Garage(s), Station Place Improvements, Pedestrian Bridge, and 2004 Garage for 3 years, including fee collection, and routine and preventive maintenance.▪ Provide commuter access to the Replacement Garage(s) and 2004 Garage 24 hours, seven days a week, 365 days per year.▪ Meet or exceed minimum Operations and Maintenance Performance Standards.▪ Modify parking rates as directed by CTDOT which has exclusive control over the setting of parking rates.▪ CTDOT will retain parking revenues from 2004 Garage, Temporary Parking and Replacement Garage(s).
9	Maximize Revenue	<ul style="list-style-type: none">▪ Provide opportunities for the Department to maximize revenue stream to the State from other revenues from State property.
10	Enhance the Commuter Experience	<ul style="list-style-type: none">▪ Provide amenities to users of the Garage Improvements and Stamford Station.

3.3 Project Funding

The Garage Improvements, other than Project Element 8 listed in Table 2, will be funded with tax-exempt bond proceeds, subject to the provisions of subsections 3.3.1 and 3.3.2. The Selected Proposer will be responsible for any costs that exceed the CTDOT Cost Cap, as defined in subsection 3.3.2. Tax-exempt bond proceeds may not be used to fund any TOD Improvements. Any TOD Improvements must be funded solely by the Proposer.

3.3.1 Restrictions on Bond Funds

CTDOT will provide up to \$35 million in tax exempt bond proceeds for the Project (“**Available Funds**”) subject to the following restrictions:

- (1) The Available Funds may not be used for anything other than those capital improvement costs included in the Garage Improvements.
- (2) In addition, the use of the Available Funds must at all times comply with the applicable tax-exempt bonding requirements of the Internal Revenue Code of 1986 (as amended) and the rules and regulations promulgated thereunder (collectively, the “**IRC**”), including the private activity limitations. The IRC may bar the use of the Available Funds for certain aspects of the Garage Improvements, depending on the nature of the Proposal.

Costs for which Available Funds may be used pursuant to this subsection 3.3.1 are referred to as “**Eligible Costs.**”

3.3.2 CTDOT will pay the Eligible Costs incurred by the Selected Proposer, up to the CTDOT Cost Cap, as defined hereinafter. The “**CTDOT Cost Cap**” is the amount of the CTDOT financial contribution proposed by the Selected Proposer in its Proposal, or such other amount that is agreed to by the Department, not to exceed the Available Funds. The Selected Proposer will be responsible for all costs of the Project, including Eligible Costs, in excess of the CTDOT Cost Cap. The Selected Proposer shall be required to exhaust its portion of the cost of the Garage Improvements before CTDOT provides any of the Available Funds.

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3.3.3 All parking revenues from State Controlled Parking, including temporary parking, will be owned exclusively by the State.

3.3.4 Proposer must comply with the Connecticut Art In Public Spaces Program, which requires the dedication of not less than 1% of the cost of construction or renovation of publicly accessible state buildings be allocated for the commission or purchase of artwork for the building.

3.4 Security for the Selected Proposer's Performance

3.4.1 Security for the Garage Improvements

3.4.1.1 In addition to the Payment and Performance Bonds required of the Selected Proposer's contractor pursuant to Section 6.2.1, the Selected Proposer will be required to provide an assurance, or combination of assurances, for the performance of the Garage Improvements. Such assurances are referred to as the "**Garage Improvement Security**."

3.4.1.2 The following are examples of Garage Improvements Security, subject to CTDOT's approval. Note that some of the examples listed below would only be acceptable in conjunction with other Garage Improvements Security.

- (1) A letter of credit covering any costs of the Garage Improvements in excess of CTDOT Cost Cap.
- (2) A personal guarantee covering any costs of the Garage Improvements in excess of CTDOT Cost Cap.
- (3) Escrowing funds to cover costs of the Garage Improvements in excess of CTDOT Cost Cap.
- (4) Providing that the Proposer's contractor will cover 100% of the risks for the cost of unforeseen conditions or circumstances and that such costs will be covered by the Performance Bond otherwise required pursuant to Section 6.2.1.
- (5) Providing that the Proposer will exhaust its portion of the cost of the Garage Improvements before CTDOT provides any of the Available Funds.

3.4.2 Security for the TOD Improvements

The Selected Proposer will be required to provide an assurance, or combination of assurances, for the performance of some or all of the TOD Improvements (the "**TOD Improvements Security**" and, together with the Garage Improvements Security, the "**Improvements Security**"). The extent and nature of the TOD Improvements Security will be discussed with some or all Proposers during the RFP process and incorporated into the Development Agreement.

3.5 CTDOT Property

3.5.1 The Developer's use of the CTDOT Property is subject to the following qualifications and restrictions:

- (1) Except as otherwise provided in this Section 3.5.1, the Developer must comply with all encumbrances and restrictions affecting the CTDOT Property. Proposers are responsible for ensuring that their Proposals are consistent with such encumbrances and restrictions.
- (2) A portion of the railroad tracks is included in each of Parcel A and Parcel B. But the Developer will only be permitted to use air rights over the tracks.

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- (3) CTDOT does not currently own portions of South State Street. However, Proposers may assume that CTDOT will own, or have the right to develop, all portions of South State Street within the CTDOT Property within eight months of the NTP. Any material alterations to South State Street will require approval of the Office of State Traffic Administration.
- (4) In addition to the CTDOT Property, CTDOT holds air rights over the areas so labeled on the map described in Section 1.1. Any use of such air rights must be compatible with existing usages.
- (5) A portion of each of Parcel A and Parcel B is restricted to "use for highway purposes," and subject to highway buffers. However, Proposals may assume that portions of the "use for highway purposes" restriction will be removed within eight months of the NTP.
- (6) Any encroachment into the railroad right-of-way is subject to review and approval of Metro-North Railroad.

3.5.2 Proposals must provide that CTDOT will own the Garage Improvements and the CTDOT Property. CTDOT is willing, however, to transfer to the Selected Proposer subordinate rights to the CTDOT Property, such as development rights, leases, and/or easements.

3.5.3 The Development Agreement will require a plan for general reinvestment in any TOD that is built on any CTDOT-owned property throughout the term of the Development Agreement.

3.6 Permitting Requirements

3.6.1 The Selected Proposer will be responsible for complying with any and all environmental permits and governmental approvals. The Department is conducting an environmental impact evaluation under CEPA and the Selected Proposer will be required to comply with mitigation requirements resulting from the Record of Decision. Additional environmental obligations are set forth in the Development Agreement. The expected date of the draft Environmental Impact Evaluation will be August 21, 2012.

3.6.2 Where the property associated with the needed permit is owned by the Department, the Department shall be named as the owner in any such permit. If the Proposal includes a land swap of property that would be considered an "establishment" under the Connecticut Transfer Act (§§ 22a-134 through 22a-134e of the Connecticut General Statutes), or any other transfer to or from CTDOT of an interest in such a property to which the Connecticut Transfer Act would apply, there must be a commitment from the Proposer that any such property or interest will be transferred in accordance with the Transfer Act and that the Proposer agrees to be the certifying party.

3.6.3 It is the State's position that local zoning requirements do not apply to any portion of the Project that is located on state-owned land; however, nothing herein shall be deemed to (i) constitute a guarantee by the state that a court would reach such result; or (ii) relieve the Proposer from its obligation to determine the applicability of all laws, including zoning requirements, to its Proposal.

3.7 Property Operations and Maintenance

3.7.1 During execution of the Garage Improvements, the Developer will be responsible for the operation and maintenance of 2004 Garage and the temporary parking. Such operations and maintenance will be consistent with the requirements of #2 of Table 2 of this RFP.

3.7.2 Once substantially completed, the Developer will be responsible for the operation and maintenance of the Garage Improvements (including the Replacement Garage(s), Station Place Improvements, and

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Pedestrian Bridge), as well as the 2004 Garage. Such operations and maintenance will be consistent with the requirements of #8 of Table 2 of this RFP.

3.7.3 The operations and maintenance obligations of the Developer will be included in a facilities management agreement to be agreed to by the State and the Developer. The facilities management agreement will be terminable by CTDOT upon repeated failure of the manager to perform as required under the facilities management agreement. The facilities management agreement will also be terminable by CTDOT without cause. To the extent the facilities management agreement applies to improvements constructed with the Available Funds, the facilities management agreement must be consistent with those requirements of the Internal Revenue Code and the associated rules and regulations, including Rev. Proc. 97-13, that are applicable to improvements constructed with tax-exempt bond funds (collectively, for the purposes of this Section 3.7, the “IRC”).

3.7.4 The Developer will be responsible for the operations and maintenance described in Section 3.7.2 for at least three years from substantial completion of the Garage Improvements. CTDOT prefers that the term of the facilities management agreement be renewable by CTDOT for two additional terms of three years each. However, as in noted in Section 3.7.3, the facilities management agreement must be consistent with the applicable requirements of the IRC. The IRC (particularly Rev. Proc. 97-13) may limit the term of the management agreement, depending on the form of management fee proposed. The proposed term and fee under the facilities management agreement must be included in the Proposal.

3.7.5 Financial information about the Proposer’s operation and maintenance plan are to be submitted as described in Section 9.6.5. Technical information about the Proposer’s operation and maintenance plan are to be submitted as described in Section 10.2.4.

4.0 RFP AND SELECTION PROCESS

4.1 Pre-Submission

4.1.1 Informational Meetings

The Department may elect to hold joint informational meetings with all prospective Proposers at any time prior to the Proposal Due Date. Such meetings may be mandatory or optional. Proposers are strongly encouraged to attend optional meetings. Proposers should bring appropriate members of its Key Personnel, or specific personnel, if requested by the Department. All Proposers are responsible for and deemed to have knowledge of all information presented at optional meetings, even if not present.

The Department will endeavor to respond in writing to questions, if any, raised at such meeting(s). In the event that the Department determines that formal clarification or change of RFP Documents is warranted, the Department will issue formal Addenda.

4.1.2 One-on-One Meetings

In addition to any joint informational meetings, the Department may hold one or more mandatory one-on-one meetings with one or more Proposers prior to the Proposal Due Date. Failure of a Proposer to attend any such meetings may result in elimination of that Proposer from further consideration (except where significant extenuating circumstances have prevented the Proposer from attending the meeting), and any Proposal submitted by that Proposer may be rejected. The Department will notify each Proposer in writing of the date, time and location, rules, requirements and protocols for such meetings and the names or positions of Proposer’s Key Personnel that are to attend. The purpose of these meetings is for the Department to obtain clarification or further information. The purpose of the meetings is not for the

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Department to answer questions from the Proposers. If, as a result of such meetings, the Department determines that formal clarifications or changes to the RFP Documents are warranted, the Department will issue formal written clarifications or Addenda. Information from the one-on-one meetings process may be used by the Department to revise the RFP Documents. Written responses to questions asked during one-on-one meetings will be provided to all Proposers.

4.1.3 Changes in Proposer's Organization between RFQ/CP and RFP

4.1.3.1 No changes may be made in Proposer's Team subsequent to their Statement of Qualifications/Conceptual Proposal (SOQ/CP) submittal without the prior consent of the Department. The Department may disqualify a Proposer if it determines, at its sole discretion, that the change may result in organizational conflicts of interest or render the Proposer team less qualified to develop and implement the Project. Therefore, the following actions require submission to the Department Contact, no later than August 14, 2012, including justifying materials, to obtain the prior written consent of the Department:

- (1) Deletion, substitution or change in the composition or structure of the Proposer team identified in its SOQ/CP or a change in the role or scope of work of a Team Member;
- (2) Deletion or substitution of Key Personnel or a change in the role or position of such personnel;
- (3) Deletion or substitution of any Key Member, an equity owner of the Proposer, a guarantor of the Proposer or any other entity that will bear financial responsibility or liability for the performance of the Proposer; and
- (4) Any other changes, direct or indirect, in the equity ownership of a Proposer.

If any of these changes are requested by a Proposer, they must be submitted by the deadline noted above and approved by the Department, in writing, prior to submission of the Proposal. The Proposer shall submit the same information required to be submitted in subsection 5.2 Candidate Qualifications of the RFQ/CP regarding the proposed substitute team member(s).

4.1.3.2 A Key Member is any Team Member which will play a major role in the development and delivery of the Project, e.g. provision of equity, property, design, construction, financing, operations and maintenance, etc.

4.1.3.3 Key Personnel is any position and the named personnel who will occupy the most important positions and roles for successful development and implementation of the Project, as identified in the Proposer's SOQ/CP and Subsection 10.7.1 of this RFP.

4.2 Proposal Submission

4.2.1 Proposals must be submitted in the manner described in Section 8.1.2 of this RFP and contain the materials required pursuant to Sections 9 and 10 of this RFP.

4.2.2 The Technical Proposal and the Financial Proposal must each be submitted in separately sealed envelopes and labeled, respectively.

4.3 Proposal Review and Selection Process

4.3.1 Best-Value Selection

The Department will award the Project to the Proposer that demonstrates it can deliver the best combination of price and quality of the design, financing, construction, operations and management of the Project. The Best-Value Selection process will include the evaluation of the Technical Proposal and the

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Financial Proposal and the scoring of each such proposal will be based on the Evaluation Criteria described in Section 11.

4.3.2 Proposals failing to meet the Minimum Requirements set forth in Section 1.3 will not be evaluated. If the Minimum Requirements are satisfied, the Department will evaluate each of those Technical Proposals (composed of the items described in Sections 10 of this RFP.) After the CTDOT conducts a review and scoring of the Technical Proposals, any Proposal that fails to meet a score of at least 70% on Section 10.2 of the Technical Proposal will be eliminated from further consideration.

4.3.3 The Department will then review the Financial Proposal (composed of the items described in Section 9.6) for those Technical Proposals that meet the requirements set forth in subsection 4.3.2.

4.4 Department Requests for Clarification

The Department may, at any time during the Proposal evaluation process, seek written clarifications of the submitted Proposals and supporting information. Such requests will contain information on the format of responses and the required due date ("**Clarification Due Date**"). Any failure to respond by the Clarification Due Date will result in the Proposal being eliminated from further consideration. All responses to such requests for clarifications from the Proposers will become part of the Proposal submission.

4.5 Competitive Negotiations

The Department may determine the need to enter into preliminary competitive negotiations with more than one Proposer in order to better determine the Best Value Selection. The outcome of the competitive negotiations will be a decision on the Proposer which the Department wishes to select.

4.6 Notice of Intent to Award

Upon conclusion of the evaluation process, the Department will determine the apparent Best-Value Proposer ("**Selected Proposer**"). The Department will then issue a Notice of Intent to Award to the Selected Proposer. Such notice shall not constitute an offer and does not obligate the Department or State to enter into a contract for services with the Selected Proposer.

5.0 MODIFYING OR WITHDRAWING A PROPOSAL

5.1 Erasures, Interlineations, Strikeouts

If the submitted Proposal has been modified by hand-written interlineations, strikeouts, or erasures, each such alteration must be initialed and dated in blue ink by each of the authorized signatories.

5.2 Modifications

Subsequent to Proposal submittal, but prior to the Proposal Due Date, a Proposer may submit written modifications identified either by redlined text, slip pages, or set forth on the Proposer's letterhead indicating the revisions with reference to the Proposal section, subsection, paragraph (if applicable) and page number. If slip pages are submitted, a cover letter identifying what has been changed shall also be included. The Proposer must submit with its Proposal modifications an affirmation signed by each of the original signatories that the modifications amend the terms of the Proposal previously submitted.

5.3 Withdrawing a Proposal

A Proposer may withdraw its Proposal from consideration prior to the Proposal Due Date in person by submitting written notice on the Proposer's letterhead signed by an authorized representative.

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Notwithstanding the same, all documents upon submission to the Department are considered property of the Department. A request to withdraw will eliminate the Proposal from consideration, but the document will not be returned to the Proposer. Withdrawal of a Proposal will not preclude a Proposer from subsequently submitting a new Proposal, so long as that new Proposal is properly submitted and received by the Department's Contact prior to the Proposal Due Date.

6.0 POST-SELECTION PROCESS

6.1 Negotiations and Modification of Contract Documents

6.1.1 The Department may conduct final negotiations with the Selected Proposer regarding any remaining issues pertaining to scope, schedule, financing, or other information as needed to complete the negotiation process, including the negotiations regarding the language in the Development Agreement, or to determine that such process should be cancelled. The Department will make such modifications to the Development Agreement, Performance Criteria and Requirements, and the Schedules (which shall constitute the "Contract Documents") as it may determine, in the exercise of its sole discretion, to be necessary to fully incorporate the negotiated terms of the Selected Proposer's Proposal, to correct any inconsistencies, ambiguities, or errors that may exist in the Contract Documents, and to clarify contract terms, including technical requirements, if any such changes are needed or desired by the Department.

6.1.2 If, in the Department's sole discretion, it determines that the Selected Proposer is not responsive to the negotiation process, or that the parties will be unable to reach a mutually-acceptable Development Agreement, the Department may terminate negotiations with the Selected Proposer. In the Department's sole discretion, negotiations may also be terminated if negotiations are not concluded or acceptable progress made within thirty (30) days after selection of the Selected Proposer. The Department, at its sole discretion, will then continue the process of negotiation with the next highest-ranked Proposer in the Competitive Range until the Department either successfully negotiates the Development Agreement or cancels the Project RFP process.

6.2 Contract Execution and Delivery of Required Documents

6.2.1 Within 10 business days of the date of the delivery of the Final Development Agreement and all associated documents by the Department to the Selected Proposer, the Selected Proposer must execute two (2) originals of the Development Agreement and any associated documents that need to be executed, and return them to the Department Contact along with other required submittals, including:

- (1) Payment and Performance Bonds each naming the Department or its designee as co-obligee and each in the amount of 100 percent of the contract amount for the construction of the Garage Improvements.
- (2) Operation and Maintenance Performance Bond, if applicable, in the amount of 100 percent of the contract amount for O&M.
- (3) Insurance Certificates - Insurance certificates evidencing the required insurance and insurance coverages.
- (4) Copies of any required Professional and Business licenses for all individuals and companies who will be performing work on the Project. During Project implementation, the Selected Proposer also may be required by the Department to submit copies of licenses for subcontractors performing work on the Project.
- (5) The Improvements Security, as defined in Section 3.4, accepted by the Department.

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6.2.2 If the Selected Proposer is a joint venture or partnership, each joint venture member or partner must sign the Development Agreement on behalf of both itself and the Selected Proposer.

6.2.3 In the event the Selected Proposer fails to meet the due dates described in this Section 6, the Department may, at its sole discretion and without limitation, eliminate the Selected Proposer from further consideration.

7.0 REQUESTS FOR INFORMATION, COMMENTS, AND ADDENDA

Prior to the RFI/Comment Deadline set forth in Table 1, the Proposers may make requests for information and provide comments as outlined in 7.1 – 7.3 below.

7.1 Requests for Information, Generally

Proposers in need of clarification or interpretation of this RFP, in need of additional data or information, or that consider provisions of this RFP to be incomplete or ambiguous, shall make a written request for information (“**RFI**”) to the CTDOT via its SharePoint site as described in Section 8.1. An RFI may also be for the purpose of providing comments as described in Sections 7.2 and 7.3. The CTDOT will answer RFIs at its sole discretion. Requests must be received by the RFI Deadline.

7.2 Comments Regarding Performance Criteria (Schedules 2-4)

If the Proposer wishes to request a modification of the Performance Criteria, this request should include a justification for the modification and an analysis as to the effect of the change on the Department. The CTDOT will respond to such comments at its sole discretion. Comments should be presented separately for each Performance Criteria Schedule and labeled as “RFI – Performance Criteria.”

7.3 Comments Regarding Contractual Provisions

The RFP includes, as Schedule 1, a copy of certain of the Department contract provisions that will be part of the Development Agreement. Proposers may include comments and questions regarding the contract provisions in an RFI labeled as “RFI – Development Agreement”. The Department will consider but is not obligated to accept any proposed changes. Proposer’s failure to raise any comments or submit any requests for modifications to the contract provisions shall be deemed by the Department as Proposer’s acceptance of the terms and conditions, and as such shall not be subject to later negotiations or modifications.

7.4 Addenda

Interpretations, corrections, changes and supplements to this RFP will be made by Addendum. Interpretations, corrections, changes or supplements to the RFP made in any manner other than an Addendum should not be relied upon.

8.0 ADMINISTRATIVE PROCEDURES DURING RFP PROCESS

8.1 Communications

The Department has established a secure, password protected SharePoint site (<http://sharepoint.jacobs.com/sites/CONNDOT/SitePages/Home.aspx>) in order to facilitate communications and access to and the delivery of Project information. The Department may post informal advance notices of Addenda and information on the website, and may also utilize e-mail alerts

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and notifications. Proposers may not rely on oral communications, or on any other information or contact that occurs outside the official communication process specified herein. Official communications will only be disseminated in writing by the Department or posted to the CTDOT's SharePoint site. Proposer RFI submittals shall be made directly to the Proposer's specifically established folder under the "Developer Submission Folder". Failure to properly submit your communications or documents may delay or result in no response from CTDOT.

8.1.1 Department's Single Point of Contact; Communications with Department

The Department's single point of contact ("**Department's Contact**") for the duration of the RFP process (including through selection, negotiation and final execution of the Development Agreement) is:

Scott Hill, Manager of Bridges and Facilities
Connecticut Department of Transportation
2800 Berlin Turnpike
Newington, CT 06111

8.1.2 Form of Communication

8.1.2.1 All correspondence and submittals must be submitted in a sealed envelope or package addressed to Department's Contact and labeled as set out below:

(1) **Subject Matter** – Proposers must label the package or envelope as follows:

"Procurement Sensitive Material"

- Content: [Identify package content—e.g. "RFI", "Technical Proposal"; "Financial Proposal"; "Notice of Proposal Withdrawal"; etc.]
- Project: Stamford Parking Garage TOD (STOD71312)

(2) **Address** – Proposers must include both the Department's Contact and the address noted above in section 8.1.1.

(3) **Return Address** – Proposers must also include on the envelope or package Proposer's name and return address.

8.1.2.2 Proposers may communicate with Department's Contact by e-mail; provided, however, that **Proposals may only be submitted by mail or hand-delivery.**

8.1.3 Proposer's Single Point of Contact; Communications with Proposer

The Proposer's single point of contact ("**Proposer's Contact**") for delivery of all communications during the RFP process prior to the Proposal Due Date shall be the individual identified in the response to the RFQ/CP or in a subsequent written notification, if any, delivered to the Department's Contact on Proposer's letterhead. Proposer's Contact for delivery of all communications during the RFP process after the Proposal Due Date shall be the individual indicated on the Proposal Letter and at the address so indicated.

8.1.4 Prohibited Proposer Communications

No member of a Proposer organization or the Proposer's team (including, but not limited to employees, officers, agents, lobbyists, Key Members, the Designer, Key Personnel) may communicate with members of another Proposer's organization to give, receive, or exchange information, or to communicate inducements, that constitute anti-competitive conduct in connection with this RFP process. Should the Proposer team include subcontractors or team members that are common to another Proposer team(s),

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the Proposers and common subcontractors or team members must ensure that communications between the parties do not violate this provision.

Proposers shall only contact the Department Contact, as noted in subsection 8.1.1, regarding the RFP content or the requirements for the Project, and no other CTDOT staff.

8.2 Reference Documents and Data

8.2.1 While certain information will be made available to the Prospective Proposers as reference documents, the selected Proposer will be solely responsible for the Project, and the Department will have no liability or obligation as a result of any materials contained in the reference documents. The reference documents are provided solely for Proposer's convenience and reference and are without representation or warranty by the Department, unless specifically stated otherwise.

8.2.2 To the extent that the Department has made, or will make, available to Proposers, various data related to the Project, this data is being provided for informational purposes only. Although this data is believed to be accurate, it represents a record of past events or conditions which may or may not necessarily continue in the future. Each Proposer is solely responsible for the evaluation of this data and will assume all risks related to reliance on such data and the other information contained therein.

8.3 Due Diligence Assessments

Proposers are solely responsible for conducting the due diligence that each Prospective Proposer deems necessary. Proposers must complete all of their due diligence activities prior to submission of Proposals.

8.4 Site Visits

While the Department has provided one site visit during the RFQ/CP phase of the Project, the Department understands that some Proposers may desire to make multiple visits to the Stamford Station and parking garage sites. The Department will consider requests for site visits but such requests in terms of the number and time must be reasonable; and visits shall not interfere with facility operations, nor shall destructive testing or evaluations be permitted. The Department reserves the right, at its sole discretion, to deny a request(s) that it deems excessive or unreasonable.

8.4.1 Site Visit to Public Areas

Prior to visiting any public areas of such site, Proposers shall complete and sign a Release and Indemnification Form that will be made available on the Project SharePoint. For each visit the Proposer shall provide an executed copy of the release form to the Department, through Fusco Management Company, its agent, by direct submittal at the Garage Management office located within the ground level of the Original Garage.

8.4.2 Site Visit of Any Non-Public Areas

If a Proposer requires a visit to any non-public areas of the sites, a request must be submitted to, Craig M. Bordiere at craig.bordiere@ct.gov, and copy JFalcetta@fusco.com. The Proposer should contact Mr. Bordiere and Mr. Falcetta at least two (2) business days prior to the intended site visit; describe the nature of the visit to ensure proper personnel or access is available; and submit a Release and Indemnification Form for all individuals who will be visiting. The Department will assign an escort to meet the Proposer. The escort may, but is not obligated to, respond to any questions regarding the site or facilities. Proposer may ask only questions of the escort that would require fact-based responses. Proposer may not inquire as to the opinion or recommendation of the Department escort. Notwithstanding the same, the Proposer may not rely on any verbal communications made during the site visit; and Proposer should address any questions regarding the site or facilities to the Department's Contact

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pursuant to section 8.1.1 of this RFP. Visits may be limited to off-peak hours (9 a.m.- 3 p.m.), Monday through Friday to minimize any impact to normal operations.

9.0 FORM OF PROPOSAL

9.1 Proposals Property of the Department

Information submitted by all Proposers in response to this RFP shall become the property of the State, and subject to the provisions of the Connecticut Freedom of Information Act as further described in Section 12.5. Proposal documents will not be returned to the submitting Proposer at any time.

9.2 General Format

9.2.1 Proposers should present information clearly and concisely. Text or other information that is difficult to read may be disregarded, potentially resulting in either a lowered score or rejection of the Proposal as non-responsive. Submissions should be in 3-ring notebooks. All Proposals shall be easily reproducible by normal black and white photocopying machines. Photographs, renderings and brochures shall be suitably protected for handling and circulation during review.

9.2.2 Organization, Formatting and Number of Copies

9.2.2.1 Response Categories – The Proposal shall consist of four (4) response categories to be labeled as follows:

- Tab 1 – Executive Summary
- Tab 2 – Proposer's Certifications
- Tab 3 – Technical Proposal
- Tab 4 – Financial Proposal

9.2.2.2 Text and Prices – Text shall be in English, in standard 12-point font, and single-spaced. Font size on table and figures may be of any size so long as it is easily readable. Pricing shall be in U.S. currency, in current dollars and cents.

9.2.2.3 Forms – In each case in which a form is required to be submitted, it will be found at the end of this RFP, and its use, unaltered, is mandatory.

9.2.2.4 Organization – The Proposal shall be organized and formatted as specified herein:

- (1) Envelopes - Tabs 1 -3 shall be submitted in a separate envelope entitled Technical Proposal. Tab 4 will be submitted in separate sealed envelope entitled Financial Proposal.
- (2) Dividers – Each separate volume that is identified in the Tab 3 - Technical Proposal submission requirements shall be preceded by a simple, blank divider identifying only the information associated with that volume.
- (3) Numbering System - Number each page in each volume consecutively. Center page numbers at the bottom of each page.
- (4) Page Formatting -- Pages shall be 8-½ inch x 11-inch paper. Double-sided pages shall be used except for pre-printed information, such as corporate brochures, and the original copy of all signed forms, which shall be single-sided.
- (5) Drawings or sketches shall be submitted on 11-inch x 17-inch and/or 8 ½-inch x 11-inch paper.

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- (6) Schedule plots shall be on 8-½-inch x 11-inch or 11-inch x 17-inch paper, or on 24-inch x 36-inch plotter paper provided that the 24-inch x 36-inch plotter paper is bound or incorporated into the Proposal.
- (7) Page Count and Page Limits – The page limit for the executive summary, the Technical Proposal, and Financial Proposal is 200 pages, excluding drawings. All information, except OPM forms and copies of certificates of authority and licenses, will be counted in calculating the page count, regardless of format or medium, exclusive of section dividers and tables. Schedules submitted on 11-inch x 17-inch paper will be counted as single pages. Site Plans, architectural renderings and drawings required in Volume I-A and II-A are exempt from the page count.

9.2.2.5 Number of Copies

- (1) One original and 15 true copies of the Technical Proposal shall be submitted. [*Label the original Technical Proposal "ORIGINAL" and label each copy "COPY".*]
- (2) One original and 15 true copies of the Financial Proposal shall be submitted. [*Label the original Price Proposal "ORIGINAL" and label each copy "COPY".*]
- (3) Additionally, one (1) electronic copy of the Technical and Financial Proposals shall be submitted in Adobe.pdf format, organized and numbered consistent with the required organization and formatting of the hard copies.

9.3 Tab 1 – Executive Summary

The Proposer shall submit an Executive Summary limited to five (5) pages, inclusive of text, photographs, and/or renderings. The Executive Summary shall clearly and concisely state why the Proposer should be selected to develop the Project. The Proposer is encouraged to highlight in the Executive Summary those items that, in the opinion of the Proposer, represent added value by exceeding the RFP requirements and that may distinguish its Proposal from those of other Proposers. The Executive Summary shall include:

- (1) Proposal Overview Statement. A summary of the Project Minimum Requirements addressed in Section 1.3 including specific page and section references as to where they are further detailed in the Proposal.
- (2) Organization and Certifications. A brief summary of the legal structure of the Proposer, agreements among the Proposer team members, and the legal commitments to the Project.
- (3) A brief, comprehensive summary of pertinent information regarding the Financial Proposal
- (4) A brief, comprehensive summary of pertinent information regarding the Technical Proposal, including the benefits to CTDOT and the public of the proposed Garage Improvements and TOD Improvements.

9.4 Tab 2 – Proposer's Certifications

9.4.1 Proposal Letter

The Proposer shall submit a Proposal letter using **Form A**. The Proposer shall identify Proposer Contact Person as required by subsection 8.1.3 of this RFP. An authorized representative of the Proposer's organization shall sign the letter and the letter shall so state that such representative is so authorized.

9.4.2 Authorization Documents

The Proposer shall provide the following documents which authorize it to participate in this procurement, do business in this State and bind the Proposer:

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- (1) **Legal Structure.** The Proposer shall describe in detail the organizational and legal structure of the Proposer and include any changes in the Proposer's organization since the RFQ/CP submittals, including any changes in Key Member or Key Personnel, which shall have been previously approved by the Department per subsection 4.1.3, using **Forms B and C**. Include a copy of the Department's approval letter for each such change.
- (2) **Governance Documents.** A copy of the articles of its incorporation and bylaws, the joint venture agreement, partnership agreement, limited liability company operating agreement, or equivalent organizational documents for the Proposer and each Key Member which documents shall be consistent with the responsibilities to be undertaken by the Proposer and Key Members under the Development Agreement.
- (3) **Evidence of Good Standing and Qualification to Do Business in Connecticut.** If the Proposer is a corporation or limited liability company, then the Proposer shall provide evidence that the Proposer is in good standing in the state of its incorporation/organization and of current qualification to do business in the State of Connecticut. Hard copies of such evidence must be provided. If the Proposer is a joint venture or partnership, the Proposer shall provide the foregoing evidence for each member of the joint venture or each general partner.
- (4) **Authorization to Bind Proposer.** The Proposer shall provide evidence in the form of a certified resolution of its governing body and, if the Proposer is a partnership, joint venture or limited liability company, of the governing bodies of the Proposer's general partners, joint venture partners, or members, evidencing the capacity of the person(s) signing the Proposal to submit the Proposal on behalf of the proposing entity and to bind the Proposer. The Proposer shall also provide appropriate evidence regarding the authority of any designated individual(s) to sign the certificates required by this RFP on behalf of the Proposer. Such authorization may take the form of a certified copy of corporate or other resolutions authorizing the same.
- (5) **Authorization to Negotiate.** The Proposer shall provide appropriate evidence regarding authorization of one or more individuals to participate in the negotiation process described herein and for making binding commitments to the Department in connection with this RFP process. Such authorization may take the form of a certified copy of corporate or other resolutions authorizing the same.
- (6) **Joint and Several Liability.** If the Proposer is a joint venture, partnership, or limited liability company, then the Proposer shall provide a letter from each partner or member of the joint venture or limited liability company stating that the respective partner or member of the joint venture or limited liability company agrees to be held jointly and severally liable for any and all duties and obligations of the Proposer under the Proposal and under any contract or other agreement arising therefrom.
- (7) **Secretary's Certification.** A certificate of the Secretary of each entity required to submit material under subsections (2), (4), or (5) of this Section 9.4.2 under which the Secretary certifies that such submissions have not been modified or amended and are in full force and effect as of the date of such certificate. The certificate must be dated no greater than 7 days prior to the Proposal Due Date
- (8) **Bonding Capacity.** Proposers shall provide a letter of bonding capacity from a surety company licensed to do business in the state of Connecticut and that has and maintains the Rating Standard or is rated VIII or better according to A.M. Best's Financial Strength Rating and

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Financial Size. The letter shall affirm the surety company's willingness to provide payment and performance bonds to the Proposer's construction manager or general contractor and state the limits of any bonds so issued. Proposers are advised that if the Rating Standard is not satisfied at any time, then the Proposer shall immediately notify CTDOT thereof in writing and CTDOT will have the right to require the Proposer promptly to replace its surety bond with a surety satisfactory to CTDOT.

- (9) **Professional Licenses.** The Proposer shall include a copy of the Connecticut professional or industry licenses authorizing its Key Personnel to perform work or provide services in Connecticut for the following:

- (a) Engineers of Record
- (b) Architects of Record
- (c) Surveyor
- (d) Licensed Environmental Professional

9.4.3 Non-Collusion Affidavit

The Proposer shall submit **Form D** certifying that the Proposal is not the result of and has not been influenced by collusion.

9.4.4 Debarment, Suspension, Ineligibility And Voluntary Exclusion

Form E shall be completed by the Proposer and Key Members and shall be submitted with the Proposal. **Form E**, with respect to Subcontractors (other than the Proposer and Key Members), shall be submitted to the Department Contact no more than 10 Business Days after the subcontract has been executed.

9.4.5 Other Certifications

In addition to the other certifications required in this RFP, Proposer shall acknowledge as part of their submission that they are able to and will comply with the requirements of this section as part of any agreement resulting from this solicitation. Proposer certifies that:

- (1) **Proceedings Affecting Agreement.** There is no claim, action, suit, arbitration, mediation or proceeding at law or in equity or before or by any governmental authority pending against the Proposer that could reasonably be expected to have a material adverse effect (i) on the transactions contemplated by the RFP or Development Agreement; (ii) the validity or enforceability of the Development Agreement; or (iii) the Proposer's ability to perform fully as contemplated by this RFP and the Development Agreement.
- (2) **Fraud.** Following its own independent investigation, examination and due diligence with respect to the subject matter hereof without any representation or warranty (whether express or implied, in fact or in law) by or on behalf of CTDOT, the Proposer has not engaged in fraudulent activity or collusion with another Proposer.
- (3) **Bribery.** Following its own independent investigation, examination and due diligence with respect to the subject matter hereof without any representation or warranty (whether express or implied, in fact or in law) by or on behalf of CTDOT, the Proposer has not bribed or attempted to bribe any officer, agent or employee of CTDOT or the State in connection with the Proposal or execution of the Agreements or paid or agreed to pay any finder's fees, success fees, kickbacks or similar consideration to any Person in connection with Proposal or execution of the Agreements.

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9.4.6 Nondiscrimination

Proposer shall complete the appropriate form based on the structure of the legal entity, which form may be obtained at http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806 and submit the form for itself and Key Members, as defined herein.

9.5 Tab 3 - Technical Proposal

The Technical Proposal submission requirements for the Garage Improvements and TOD Improvements are outlined in Section 10 of this RFP.

9.6 Tab 4 - Financial Proposal

The Financial Proposal shall contain Proposer's finance plan for the Garage Improvements and the TOD Improvements. The Financial Proposal shall also contain the Cost Proposal for the Garage Improvements, including O&M.

9.6.1 Financial Proposal

CTDOT has provided submission forms to help guide responses to this RFP in Forms F1 – F8 of this RFP. At a minimum, Proposers should submit financial data that specifies the level of detail included in these forms, in addition to any of the information outlined elsewhere in this RFP. The forms are being provided as a separate Excel file document(s) to allow Proposers to use and modify as necessary and appropriate to explain and substantiate the Financial Proposal. Proposers are encouraged to submit forms that expand upon the level of detail included in Forms F1 – F8.

Please note that these submissions should correspond to the Technical Proposal volumes as required by Section 10 of this RFP. Proposers shall include all data and assumptions upon which the proposed amounts included in these forms were developed.

Specifically, this Tab 4 must include, in addition to any other information requested elsewhere in this RFP, the following:

- (1) Form F-1: Development Program
- (2) Form F-2: Sources and Uses for the Garage Improvements
- (3) Form F-3: Cost Proposal
- (4) Form F-4: Operations and Maintenance Schedule for the Garage Improvements
- (5) Form F-5: Sources and Uses for the TOD Improvements
- (6) Form F-6: Proforma for the Garage Improvements
- (7) Form F-7: Proforma for the TOD Improvements
- (8) Form F-8: Lifecycle Cost Analysis of Garage Improvements

9.6.2 Development Vision and Program: Garage Improvements and TOD Improvements

- (1) Describe the Proposer's overall vision for the Garage Improvements and TOD Improvements, consistent with the Project Elements and Requirements in Table 2.
- (2) Describe the general approach to project financing and ownership approach as envisioned by the Proposer.
- (3) Include a detailed development program for each parcel proposed to be developed, including both public and private land. This development program should include details on the type of use, number of units, square footage, and proposed location for each use. Include a detailed phasing schedule for the TOD project completion and lease-up, including the date on which the Proposer intends to commence tenant and subtenant improvements and operations and

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- maintenance responsibilities. **This phasing plan should also describe the timing of how and when project costs will be funded and/or financed.**
- (4) For the TOD Improvements, include a proposed lease-up strategy, sub-tenant mix, and overall program. Note: Proposers are encouraged, although not required, to submit letters of interest or intent from prospective subtenants.
 - (5) Include a discussion of how the proposed TOD Improvements will contribute to the use of the Stamford Station, the Garage Improvements, and complement surrounding uses.
 - (6) Include a discussion of how the proposed TOD will contribute to the local, State, and regional economy in terms of jobs, spending, wages, and tax revenues.

9.6.3 Funding Plan: The Garage Improvements and TOD Improvements

This section must include:

- (1) A detailed plan that describes separately, for each of the Garage Improvements and the TOD Improvements, the sources and uses, financing and ownership approach as envisioned by the Proposer. To the extent that this plan includes an assumed source of tax-exempt bond proceeds, this plan should demonstrate compliance with tax-exempt bond requirements.
- (2) A description of the percentage equity for each of the Project participants.
- (3) A plan that describes the extent that the Garage Improvements and TOD Improvements, as proposed, will rely upon the use of air rights, land swaps, or similar agreements with the Department or a third party.
- (4) The amount of the proposed contribution by CTDOT for the Garage Improvements and the Proposer for the Garage Improvements and the TOD Improvements, and any related contingencies to those contributions.

9.6.4 Proforma Operations: Garage Improvements and TOD Improvements

This section must include:

- (1) A detailed plan for each showing anticipated revenues and expenses, debt service, and cash flow after debt service
- (2) Rental payments to CTDOT, and other revenues and expenses anticipated to be collected and incurred by CTDOT

9.6.5 Summary Cost Proposal to CTDOT

- (1) Describe any proposed capital and ongoing operating expenses anticipated to be incurred by CTDOT for the Garage Improvements including, but not limited to:
 - (a) Proposed capital expenditures by CTDOT for Eligible Costs showing a maximum use of bond proceeds not to exceed \$35 million
 - (b) CTDOT reimbursement for O&M or any other costs related to the operation and maintenance of the Garage Improvements and 2004 Garage, post construction
 - (c) CTDOT reimbursement for O&M or any other costs related to the operation and maintenance of the 2004 Garage during demolition and construction of the Garage Improvements
- (2) Describe any proposed revenues to CTDOT including but not limited to:
 - (a) Fixed rent on development or subordinate rights to be acquired from CTDOT
 - (b) Incremental parking revenue (beyond the required New Parking Spaces)
 - (c) Participation rent on TOD Improvements

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9.6.6 A proposal for the timing and amount of funds to be exchanged between CTDOT and the Proposer during (i) construction, (ii) facilities management, and (iii) the term of any proposed lease agreement.

9.6.7 Any other estimated additional compensation or benefit, in addition to the Project, that will be provided to the Department in consideration for the resources, rights and property to be provided.

10.0 TECHNICAL PROPOSAL CONTENTS

10.1 Introduction

This section contains the submission requirements for the Technical Proposals. Each Proposer must describe in detail how it will deliver the Garage Improvements and TOD Improvements in a manner that will satisfy the Minimum Requirements, set forth in Section 1.3, meet all of the Performance Criteria, and provides the Best Value to the Department. The Performance Criteria for the Garage Improvements are contained in the following schedules, which are attached and incorporated herein:

- (1) Schedule 2: Performance Criteria for Design and Construction
- (2) Schedule 3: Performance Criteria for the PARCS
- (3) Schedule 4: Performance Criteria for Operations and Maintenance

10.1.1. The Technical Proposal shall contain the volumes listed below and shall respond fully to all applicable requirements of the RFP.

- (1) Volume I: Garage Improvements Proposal
 - (a) Volume I-A: Garage Proposal Drawings (exempt from page limit)
- (2) Volume II: TOD Improvement Proposal
 - (a) Volume II-A: TOD Improvement Drawings (exempt from page limit)
- (3) Volume III: Schedule Proposal
- (4) Volume IV: Commuter Convenience/Amenities Proposal
- (5) Volume V: Developer Team and Project Management

10.2 Volume I: Garage Improvements Technical Proposals

Provide a comprehensive overview of your proposed work for the Garage Improvements and how they will be compatible with the Performance Criteria in Schedule 2 and requirements set forth in Table 2.

10.2.1 Design and Construction Plan

10.2.1.1 Replacement Garage(s)

Provide a comprehensive narrative of the Replacement Garage(s) and specific references to all relevant drawings in Volume 1-A. The narrative must include the following:

- (1) Proposer's understanding of the Schedule 2 Performance Criteria
- (2) Conceptual design for the garage(s), construction materials proposed, use of low maintenance construction and the design life
- (3) Description of the architectural design considerations of the garage(s)
- (4) Description of the construction approach and phasing

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- (5) Description of how the Schedule 2 Performance Criteria will be met including electric charging stations, ADA compliance, bicycle accommodations, etc.
- (6) Detailed description of any facilities and individual components that will be “shared” between the Garage Improvements owned by the Department and the TOD Improvements
- (7) Description of the proposed timing and approach for the demolition of the Original Garage
- (8) Description of how and where the temporary and permanent spaces will be provided
- (9) If the location of the Replacement Garage(s) will not be at the Original Garage site:
 - (a) Current ownership(s) of the real property, and, if ownership is to change, evidence demonstrating the future conveyance and the timing thereof;
 - (b) How and when title transfer to the Department will occur and, if the property is subject to the Transfer Act, commitment that the Proposer will be the certifying party;
 - (c) Proposal for accounting for commuter parking revenues to the Department.
- (10) If more than one Replacement Garage will be constructed, provide a detailed, or if the replacement parking is not located on the original garage site, describe how commuters will be provided appropriate information on the location of available spaces
- (11) Describe the need for any major utility relocations and easements
- (12) Discussion of the transition of systems and services from the Original Garage
- (13) A description of the third-party approvals that are necessary to complete the Garage Improvements
- (14) Description of the entrances and exits and what accommodations will be made for garage traffic
- (15) Description of how access to the 2004 Garage and South State Street surface lot will be maintained at all times, how the 2004 Garage will be protected from any damage as well as how the 2004 Garage will be modified to work effectively with the plan for the Replacement Garage(s) and Station Place Improvements (entrances and exits, existing local street traffic, internal circulation)
- (16) Communication plan to assure that commuters and any other member of the public impacted by the project are provided with appropriate and timely information
- (17) Detailed description of proposed design process for both temporary and final improvements. Description of design approach should include at a minimum the following items:
 - (a) Schedule and Milestones, including interim submittal and review process at 30% Design, 60% Design, Pre-Final Design, and Final Design Stages along with respective reviews by CTDOT
 - (b) Coordination of Design Disciplines
 - (c) Constructability Reviews
- (18) Detailed description of proposed construction management process for both temporary and final improvements. Description of construction management approach should include at a minimum the following items:
 - (a) Construction Management Plan
 - (b) Organizational Structure
 - (c) Personnel and Experience
 - (d) Phasing
 - (e) Schedule and Milestones
 - (f) Safety
 - (g) Maintenance of Operations
 - (h) Schedule Control

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- (i) Cost Control
- (j) Coordination with CTDOT Representatives during construction.

10.2.1.2 Station Place Improvements and Pedestrian Bridge

Provide the following information regarding the Station Place Improvements and Pedestrian Bridge:

- (1) Narrative regarding Proposer's understanding of the Schedule 2 Performance Criteria
- (2) Detailed description of the design and concepts for taxi queuing and "Kiss and Ride" commuter and other rider drop offs
- (3) Description of bicycle and pedestrian accommodations
- (4) Description of the landscaping and street-scaping
- (5) Description of traffic control approach and plan
- (6) Detailed description of how traffic and pedestrian access will be maintained during construction
- (7) Detailed description as to the design and concept of how a pedestrian bridge will be provided to connect the 2004 Garage and Replacement Garage(s) to the Stamford Station

10.2.2 PARCS

Provide the following information regarding the PARCS:

- (1) Detailed description of the PARCS and its ability to meet or exceed the performance requirements, its capacity to integrate revenue collection information and space availability between two or more parking garages, and its ability to integrate with a traffic management system.
- (2) Detailed description of transition of the existing system in the Original Garage and 2004 Garage to a new system and the testing and acceptance process, including how the following work and requirements of the designated section of Schedule 3 will be addressed:
 - (a) Preliminary Design Review – Section 4.10
 - (b) System Design Document - Section 4.11
 - (c) Installation and Testing – Section 4.12
 - (d) Installation and Transition Plan – Section 4.13
 - (e) Project Schedule – Section 4.14
 - (f) Master Test Plan – Section 4.15.10
 - (g) System Testing – 4.15.10
 - (h) Training Programs – Subsection 4.15.11.2
- (3) Detailed information on the proposed PARCS provider, including but not limited to:
 - (a) Company name, address and contact information;
 - (b) Years of Experience;
 - (c) Executive Summary explaining how the PARCS Provider will deliver the PARCS in compliance with the RFP requirements;
 - (d) Description of the PARCS project team including key staff and subcontractors specific to the PARCS delivery. Brief biographies for each key staff with a focus on the PARCS designated Project Manager; and
 - (e) Representation and description of previous three (3) projects of equal or greater size; and
 - (f) Representation and description of any active projects and their expected completion dates.

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10.2.3 Operations and Maintenance Proposals

The Proposer shall describe how it plans to operate and maintain the 2004 Garage and temporary parking during construction, and its plan to operate and maintain the 2004 Garage and Replacement Garage(s) after the Project's completion for the designated three (3) years. The Proposer must provide a description of overall project management structure and personnel for the management of the garage operations.

10.2.3.1 The Proposer should provide an Operations and Management Plan for the Garage Improvements. The Proposer shall provide an analysis of the lifecycle maintenance requirements for the Replacement Garage(s) based on its proposed design and construction approach.

10.2.3.2 The Operations and Management Plan must present the Proposer's approach to Operations and Maintenance Management, Operations and Maintenance Quality Management, and the Proposer's Operations and Maintenance Services as required below:

- (1) Provide a description of the proposed approach to operating and maintaining the Project, including at least the following:
 - (a) A preliminary Operations Management Plan, which presents the Proposer's approach to meeting the Project's operations obligations as described in Schedule 4, and a description of the procedures to be established for monitoring the condition and operational performance of the Project.
 - (b) A preliminary Maintenance Management Plan, which presents the Proposer's approach to meeting the Project's maintenance obligations as described in the Schedule 4 and the approach to processes and procedures for the maintenance of the Project during the contract
 - (c) The approach to operations and maintenance prior to and following the completion of the Garage Improvements; specifically during transition of the existing operations for the Original Garage and the 2004 Garage as well as the necessary transfer of operations functions from the Original Garage when it is no longer in operation.
- (2) The Proposer's approach to Operations and Maintenance Quality Management, including:
 - (a) A description of the internal process for preparing and reviewing incident reports, non-conformance reports, revenue reports and maintenance work reports, and how quickly the non-compliance issues will be documented and corrected.
 - (b) The Proposer's approach to maintenance quality management, including a description of quality assurance and quality control functions and Proposers approach to reporting relationships and responsibilities, including Department oversight procedures detailed in the Performance Criteria, Schedule 4.
 - (c) A description of how the quality process will be integrated into maintenance inspections to effect changes, as necessary, in maintenance procedures and performance.
- (3) The Operations and Maintenance services shall include information identified herein relevant to Proposer's approach to facility maintenance and parking operations listed below:
 - (a) Parking Operations. The Proposal shall describe how the parking operations functions will be handled in consideration of the requirements of Schedule 4.

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- (b) Routine Maintenance. For routine maintenance, the following maintenance items shall be addressed:
- i. A preliminary list of specialized maintenance equipment proposed for use throughout the life of the Project;
 - ii. A description of the approach to supply and management of maintenance spare parts and the management of such inventory;
 - iii. The approach to general sweeping, cleaning, and removal of debris, refuse, abandoned vehicles, pest control and graffiti;
 - iv. The approach to traffic, parking and pedestrian management during maintenance work;
 - v. The approach to inspection and testing and the identification, classification and rectification of defects and inspection failures; and
 - vi. A description of the system to be used for maintaining accurate as-built records, and records of inspections and maintenance activities.

10.2.4 Volume I-A: Garage Proposal Drawings (exempted from page count)

Volume I-A shall include:

- (1) Garage Improvements Drawings at 1 inch equals 20 or 40 feet scale for civil drawings and commensurate scale for garage A/E drawings, in color and on individual sheets, maximum of 11 x 17 inches.
- (2) Drawings shall show the following items at a minimum:
 - (a) Project locations with showing property lines, streets and proximity to Stamford Station
 - (b) Exterior views of all elements of the Garage Improvements
 - (c) Layout of the Replacement Garage(s) and any changes to the 2004 Garage including the location of all parking spaces including requirements for specialty spaces such as handicapped, van accessible, electric recharging locations.
 - (d) Proposed Station Place Improvements clearly meeting all applicable ADA requirements
 - (e) Entrances and exits with surrounding roadway lane modifications
 - (f) Pedestrian Bridge

10.3 Volume II: TOD Improvement Proposals

10.3.1 The Proposer shall fully describe the TOD improvements which will meet the requirements of the RFP. The narrative shall include:

- (1) Description of the scope and timing of the TOD Improvements, including development type (e.g. residential, commercial, or mixed), scale, and capital costs and necessary commitments required to meet the proposed timeline;
- (2) Description of how the proposed TOD Improvements meet the statutory requirements;
- (3) Description of how the TOD Improvements provide enhancements, benefits and amenities for the commuters who will be using the Stamford Station.
- (4) Description of the level of economic development that will be promoted by the TOD Improvements.

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- (5) Provide a management and administration structure for the TOD Improvements. Describe the extent to which this framework differs from the organizational structure for the Garage Improvements as well as reporting relationships and responsibilities;
- (6) Describe the potential traffic, access, and parking impacts as a result of the proposed TOD Improvements;
- (7) Describe the potential impacts to traffic usage as a result of the proposed TOD Improvements;
- (8) Describe the required environmental approvals, utility relocation, and third party approvals required to develop the proposed TOD Improvements;
- (9) Describe the approach for Operations and Maintenance for the TOD Improvements;
- (10) Describe the approach for Quality Management during design, construction, operations and maintenance. Include a description of quality assurance and quality control functions.

10.3.2 Volume II-A: TOD Improvement Drawings (exempt from page limit)

Volume II-A shall include:

- (1) Drawings of the TOD Improvements at 1 inch equals 20 or 40 feet scale for civil drawings showing all major work elements for the Project in color, on individual sheets, maximum of 11 x 17 inches
- (2) Drawings shall show the following items at a minimum:
 - (a) Project locations showing property lines, streets and proximity to Stamford Station
 - (b) Exterior views, rendering of the TOD Improvements

10.4 Volume III: Schedule Proposal

Proposer should provide an overview of its Project Schedule, major milestones and risks to the timely delivery of the Project, particularly the Garage Improvements. The schedule submission shall be the preliminary "**Project Baseline Schedule**" which shall be a high level Critical Path Method schedule representing the Proposer's plan for completing the Project. The selection of a Proposer shall not be deemed to be acceptance or approval of the Proposer's preliminary Project Baseline Schedule. The preliminary Project Baseline Schedule shall include at least the following:

- (1) Narrative which describes the proposed execution of all work for the term of the Development Agreement.
- (2) Schedule Activities representing all design and construction work at least at work breakdown structure ("**WBS**") Level VI detail.
- (3) Schedule Activities representing all O&M Work at least at WBS Level IV detail.
- (4) Individual cost loaded schedule activities, designated as a payment activity at WBS Level VI.
- (5) Sets of cost loaded schedule activities summarized to designated Payment Activities at WBS Level VI.
- (6) A separate copy of the preliminary Project Baseline Schedule

10.4.1 Schedule for Garage Improvements

10.4.1.1 The Proposer must provide a preliminary Project Baseline Schedule and narrative for all portions of the Garage Improvements as detailed above.

10.4.1.2 The Proposer must provide a schedule for all requirements of the Garage Improvements including demolition with the unit costs deleted but still containing any assigned resources at WBS Level VI for the design and construction phase and WBS Level IV for the Operating Period.

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10.4.2 Schedule for TOD Improvements

The Proposer shall provide its intended design and construction schedule for its planned TOD Improvements. The Department will consider the feasibility of the schedule given the nature of the development and Proposer's financial plan and capacity. The section shall include:

- (1) Narrative which describes the proposed execution of the TOD Improvement work for the term of the Development Agreement.
- (2) Phasing of development elements and the design, construction, and operational service of each TOD element
- (3) A detailed phasing schedule for project completion and lease-up, including the date on which the Proposer intends to commence tenant and subtenant improvements and operations and maintenance responsibilities.
- (4) Schedule Activities representing all Design and Construction Work at least at WBS Level VI detail.
- (5) A separate copy of the preliminary Project Baseline Schedule

10.4.3 Concurrent Construction

The following concurrent construction projects are in the vicinity of the Project and may be on-going at the time of the construction of the Project. Proposer shall provide a narrative to address coordination and cooperation between the following projects:

- (1) UI –Reliability Cable Project
- (2) CTDOT – Replacement of Atlantic Street Bridge under Metro-North Railroad
- (3) CTDOT- Pedestrian Bridge over Washington Boulevard
- (4) City of Stamford – Tiger III Grant – Improvements to Stamford Transportation Center
- (5) City of Stamford –Stamford Urban Transit way Phase II

10.5 Volume IV: Commuter Safety, Convenience and Amenities Proposal

10.5.1 Provide details on how the Proposer plans to minimize commuter and pedestrian inconvenience during construction and how it's Proposal will enhance the commuter, pedestrian, and cyclist experience upon completion of the Project. Further, the Proposer shall describe the conveniences and amenities that will be included. Proposals should also include a narrative on how the Proposer will work with the Department to assure that the users of the garage and any of the members of the public that are impacted by the Project are provided appropriate information and communications.

10.5.2 Temporary Parking Plan

Unless the Proposer clearly lays out a detailed phasing plan that constructs a minimum of 727 replacement spaces prior to demolition of the Original Garage, it will be necessary to submit a temporary parking plan. Provide the details on how and where the required temporary parking will be provided including the length of time temporary parking will be required, and the additional walking distance that this will result in for commuters and other members of the public to reach Stamford Station. Include relevant graphics depicting the location and proximity.

10.5.3. Replacement Garage(s)

Provide detailed narratives regarding the following:

- (1) If the location of replacement parking will not be at the Original Garage site, provide details on how the location(s) meets the Acceptable Walking Distance calculation;

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- (2) Discussion of the transition of systems and services from the Original Garage to minimize customer confusion and provide adequate information on available parking spaces

10.5.4 Safety and Convenience

- (1) Describe how all existing parking spaces in the 2004 Garage and South State Street Parking will be maintained at all times during the Project.
- (2) Describe in detail the convenience of the access provided to commuters including how they will be provided weather protection during and after completion of the Project as well as evidence of how an unobstructed path of travel will be provided accommodating such items as no or minimal stop lights or cross walks, minimum vertical circulation along the path outside of the garages.
- (3) Describe the plans for maintenance and snow removal including deicing of travel paths during demolition and construction of the Project including during the period of the TOD Improvements.
- (4) Describe how the proposed overall location(s), replacement Pedestrian Bridge and Station Place Improvements included in the Garage Improvements maximizes connectivity, commuter, taxi and bus access and improves the traffic flow on Station Place. This includes the plan for maintaining access and connectivity for the 2004 Garage.
- (5) Describe the proposed signage and wayfinding information that will be provided to the users of the Replacement Garage(s) in order to facilitate effective access. This is of particular importance if the Replacement Garage(s) is not located at the same location as the Original Garage. Also describe how the public will be provided information during construction of the Project on the improvements and changes in access.
- (6) Traffic plan for adjacent and cross streets within one-half (1/2) mile radius of the Project as well as any impacts of the improvements on roadways in that vicinity.

10.5.5 Amenities

Describe any other amenities (tangible and intangible benefits to the Department, commuters and the public) not previously accounted for in your responses and that are attributable to the Project that would increase its attractiveness or value, or that contribute to its comfort or convenience.

10.6 Volume V: Developer Team and Project Management

10.6.1 Information About Proposer Organization

10.6.1.1 Management Structure and Personnel

Proposer must demonstrate its expertise, experience, and capacity necessary to fulfill all Project requirements. The General Project Management approach shall describe the proposed overall Project management organization, identifying participating firms/organizations and individuals. It shall include:

- (1) An organization chart outlining the structure of Proposer's Project management organization (including the design, construction, operations, maintenance, and quality sub-organizations) and a description of the roles allocated, responsibilities, interrelation and work to be accomplished by each member of the management team and each sub-organization, including identified subcontractors and suppliers (at all tiers).
- (2) Information describing how each of the Key Personnel will fit into the organization, including a description of each key person's function and responsibility relative to the Project, and indicating the percent of time that he/she will devote to the Project.
- (3) Provide the resumes (not to exceed 2 pages each) of the individuals (with direct responsibility for each of the following categories of Work:

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- (a) Overall management of the Project (Project Manager);
 - (b) Public relations and community outreach (Public Information Coordinator);
 - (c) Design of the Project (Design Manager);
 - (d) Construction, coordination of subcontractors, and scheduling (Construction Manager);
 - (e) The control of quality, and the implementation and operation of the Project's quality systems (Quality Manager);
 - (f) Environmental compliance (Environmental Compliance Manager); and
 - (g) Project operations and maintenance (Operations and Maintenance Manager or individual Operations Manager and Maintenance Manager).
- (4) Names and resumes of task managers in each sub-organization reporting to the Key Personnel.
 - (5) Information regarding the current and projected workload and backlog of Proposer Key Members, and a description of the Proposer's plan and overall ability to provide the experienced personnel, equipment, and facilities required to successfully complete all aspects of the Project on a timely basis and within any applicable time frames required by the Development Agreement.
 - (6) Demonstration of how relevant work with the public sector will be applied to successfully deliver the Project. Relevant work with the public sector includes government agencies or quasi-public entities with which the Proposer has done business, along with a description of the projects worked on and contact information for the Proposer's client contact.
 - (7) The Proposer should include a discussion of its previous record of performance in business dealings with any municipal, state, or federal agencies, including the CTDOT, Amtrak, and Metro North Railroad.
 - (8) Contact information for at least three references who can speak to the capacity and quality of the Proposer's organization and the Key Personnel proposed for the development of the TOD Improvements.
 - (9) Identification of any conflicts of interest that the Proposer may have in becoming a master lessee.

10.6.1.2 Subcontractors

- (1) Describe the commitment and plan to meet or exceed the Department's SBE 5% participation percentage.
- (2) Describe the commitments to use of local workforce.

10.6.2 Project Management Plan

The Proposer shall submit the following information regarding the Project management:

- (1) Provide Project management and communications processes that will be used throughout the Project and used within the Proposer's organization and as between the Proposer and CTDOT, all interested stakeholders and the community, regarding the Project Elements.
- (2) Discuss how Proposer will manage communication to commuters and the public regarding provision and location of temporary parking and any related restrictions or impositions on motorists.
- (3) Identify the pre-approved Key Personnel and identify personnel work assignments, as well as a statement signed by the Proposer and the employer of each designated Key Personnel, committing to maintaining each individual's availability for and active involvement in the Project.
- (4) Describe the proposed Project schedule methodology and include at least the following:

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- (a) A description of the approach used for preparing, controlling and updating the Project Schedule, for calculating progress performance on a monthly basis, and preparing quarterly payment requests regarding the Garage Improvements;
 - (b) A description of the approach to integrate subcontract activities into Proposer's scheduling and reporting system; and
 - (c) A description of the approach to managing resources and activities, both its own and subcontractors, in order to achieve Project Schedules, and, if necessary to recover schedule slippage.
- (5) Describe the Proposer's document, cost control, and schedule management system to be used to control, review and coordinate the cost and schedule of the Work during the term of the Development Agreement, including during demolition, design, construction, installation, operations, commissioning and maintenance.
- (6) Describe the approach to identify, assess, manage, mitigate and allocate Project-specific risks. The Proposal shall include at a minimum:
- (a) Identification of significant risk categories, such as, capacity, planning, design, construction completion, operations, maintenance, demand, inflation, financing, legislative policy, technology, and residual value;
 - (b) A description of the potential consequences of the identified risks;
 - (c) A description of the probability of identified risks;
 - (d) Propose procedures and tools to conduct a risk sensitivity analysis; and
 - (e) A proposed or desirable allocation of risks among the Proposer and its team members.

10.6.3 Quality Program Plan

Provide a detailed description of proposed quality control/quality assurance (QC/QA) programs for the proposed design and construction of the proposed improvements. The QC/QA description is to include at a minimum the following items:

- (1) Approach to quality control organization and roles.
- (2) Document management
- (3) Design Quality Control
- (4) Construction Quality Control
- (5) Quality Assurance

10.6.4 Environmental compliance approach and commitments

- (1) Provide approach and commitments to meeting all environmental commitments and requirements.
- (2) Provide approach and commitments to controlling construction noise and emissions during demolition and construction
- (3) Provide approach and commitments to controlling dust and debris during construction.

10.6.5 Safety Management Plan

Provide approach and commitments for the Safety Management Plan to eliminate or control risks to personnel, the general public, and the environment.

10.6.6 Public Information Plan

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- (1) Provide commitments for the innovative strategies, tactics, and solutions the Proposers will use to communicate construction activities and provide coping messages to the public and Stakeholders, including impacted businesses and the community.
- (2) Provide commitments and the Proposer's approach for being proactive and flexible in identifying and responding to concerns of the public, stakeholders, impacted businesses, and governmental entities and individuals throughout the progress of the Project.
- (3) Detail the Proposer's approach and commitments to keeping the Department informed of its communication efforts with the public and stakeholders.
- (4) Explain the Proposer's approach and commitments related to releasing information, including temporary parking, the demolition schedule, the construction schedule, construction activities, maintenance of traffic, road closures, access plans, and width restrictions.
- (5) Provide a commitment to coordinate with the Department's press office and Legislative Liaison Office regarding inquiries from and dealings with the press and governmental officials.
- (6) Provide a commitment to meet with any municipal or state government agency or officials as requested by the Department.

11.0 EVALUATION CRITERIA

In evaluating the Proposals, CTDOT will consider criteria that, in CTDOT's sole and absolute discretion, are in the best interests of the State. The criteria listed below are of significant value to the CTDOT.

Proposals failing to meet the Minimum Requirements set forth in Section 1.3 will not be evaluated. If the Minimum Requirements are satisfied, the Department will review and evaluate each Technical Proposal (composed of the items described in Sections 10 of this RFP.) After the CTDOT conducts its evaluation, any Technical Proposal failing to meet a score of at least 70% on Section 10.2 of the Technical Proposal will be eliminated from further consideration.

The CTDOT reserves the right to consider criteria other than those listed below and to assign to each and to such other criteria as are considered such weight as CTDOT may in its absolute discretion determine (all criteria used by CTDOT being collectively called the "Evaluation Criteria").

11.1 Technical Proposal

The Technical Proposal will be evaluated on five (5) major elements and will compose 34% of the total points.

11.1.1 Technical Aspect of the Garage Improvements

An assessment of the materials submitted in Volume 1 will compose 40% of the Technical score. Among other items, an evaluation will be made of the Proposer's plan to deliver a modern, technologically-advanced and functional set of Garage Improvements that are above and beyond the minimum requirements set forth in Table 2 of this RFP. Also considered will be the extent to which the Proposer has demonstrated that all aspects of the Garage Improvements will meet or exceed the Performance Criteria in a manner which will create a long-life construction and low life-cycle cost. Other key issues that will be included in the assessment include to what extent the Proposer has provided adequate and convenient temporary parking during construction, the approach and effectiveness of entrances and exits

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for the facilities, the quality and functionality of the PARCS system, Station Place Improvements and Pedestrian Bridge as well as the quality and approach of the O&M proposal and the “curb appeal” of the Garage Improvements.

11.1.2 Other Technical

The remainder of the Technical Proposal score will be based on the following four (4) elements:

- (1) TOD Improvements (Volume II). This will include not only meeting the minimum statutory requirements, but also the quality of the development vision and proposal in relation to the requirements set forth in this RFP and other generally preferred transit-oriented development design and programming standards. Other considerations will include the extent to which the Proposer has demonstrated the ability to implement the planned improvements in a successful and timely manner as well as the promotion of economic development and growth within the transit area, the City of Stamford, and the State of Connecticut in terms of new jobs, economic spending, and taxes.
- (2) Schedule (Volume III). This will include the extent to which the schedules address all required elements, are reasonable, and demonstrate the Garage Improvements will be completed in less than three years and presents a TOD Improvement schedule that is completed and open to commuter use on a timely basis and in a manner which will not interfere with the operation of the Garage Improvements and Stamford Station.
- (3) Commuter Safety, Convenience and Amenities (Volume IV). This assessment will consider the level the overall commuter and pedestrian experience that is presented through thoughtful design and programming. Of paramount importance is the precise location of the Replacement Garage(s) with a preference for a single location. Also considered will be to what level the Proposer’s plan to execute the public and private development program, as required in this RFP, is done in a manner that minimizes impacts to commuters, existing residents and workers during construction. Other offerings that will be evaluated include (i) ; the attention to safety and convenience issues such as protecting commuters from the elements when accessing Stamford Station, maintenance and snow removal during construction; (ii) signage and other information that will be provided to the commuters regarding parking locations and availability; (iii) to what degree the traffic in the vicinity of the Stamford Station may be improved; (iv) to what degree the amenities exceed the public arts requirements; and (v) improvements for pedestrians and cyclists.
- (4) Developer Team (Volume V). Evaluation of this information will include the quality and comprehensiveness of the team organization, Key Personnel provided, project management plan, public information approach, environmental compliance, quality and safety plans. Also considered will be the Proposer’s previous record of performance in business dealings with any municipal, state, or federal agencies, including the CTDOT, Amtrak, and Metro North Railroad. Evaluation scores will take into consideration the extent that the 5% SBE goals is exceeded and Proposer’s firm commitment to use of local forces.

If the Proposer’s Technical Proposal meets the required minimum scoring the Financial Proposal will be assessed.

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11.2 Financial Proposal

The Financial Proposal will have 66% of the total available points. The evaluation of the Financial Proposal will include the following items:

- (1) The overall quality and certainty of the financial proposal
- (2) The quantity, certainty and timing of the financial return to the CTDOT, including but not limited to:
 - (a) Fixed Rent on development rights/ property rights transfer / ground leases to be paid to CTDOT
 - (b) Incremental Parking Revenues (beyond the required New Parking Spaces)
 - (c) Participation Rent on development rights/ property rights transfer / ground lease to be paid to CTDOT
 - (d) Other fees or revenues proposed
- (3) The quantity, certainty and timing of the ongoing financial liabilities requested of CTDOT, including but not limited to:
 - (a) Contribution toward Garage Improvements
 - (b) Operating and maintenance fees
 - (c) Lifecycle costs

12.0 PROCUREMENT GENERAL PROVISIONS

12.1 Reservation of Rights

The Department reserves the right to modify, add to, or delete terms or conditions addressed in this RFP at any time during the selection process and the negotiation process after a selection has been made, when it is deemed to be in the best interest of the State to do so. There shall be no recourse against the Department or the State related to changed terms or conditions, or against the Department or the State or the Selected Proposer by the other Proposers related to any such changed terms or conditions. The Department reserves to itself all rights available to it under all applicable law, both State and Federal and further reserves the right to:

- (1) Cancel, withdraw, postpone or extend this RFP in whole or in part;
- (2) Terminate this process at any time;
- (3) Reject any and all submittals, responses and Proposals received under this RFP at any time;
- (4) Issue addenda, supplements, and modifications to this RFP;
- (5) Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to the RFP;
- (6) Add or delete Proposers' responsibilities from the Development Agreement;
- (7) Appoint the evaluation team and to replace any appointee, at the Commissioner's discretion;
- (8) Use the assistance of technical, financial, and legal experts throughout the RFP process;
- (9) Waive minor deficiencies, informalities and irregularities in this RFP process and in Proposals; and
- (10) Disqualify any Proposer or Proposer that changes its submittal in a manner inconsistent with the allowances of this RFP.

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12.2 Department Not Obligated For Proposal Costs

Unless, otherwise provided, Proposers, and not the Department or the State, shall be responsible for all of its costs associated with its participation in this RFP process, including, but not limited to, costs incurred in the preparation of the Proposer's Proposals, responses and submittals, investigation and other due diligence activities, and the Proposer's participation in any discussions or meetings or negotiations. The State shall in no way be liable for any cost or expense incurred by any Proposer in preparing a response to this RFP.

12.3 RFP is not an Offer

This RFP does not constitute an offer by the State. Moreover, even if the State initially elects to enter into discussions with any Proposer, no binding contract, obligation to negotiate or discuss, nor any other obligation shall be created unless an agreement is executed by the State and a Proposer, and approved by the Office of Policy and Management, State Properties Review Board, and the Office of the Attorney General, all of the State of Connecticut. Any recommendations or conclusions from this RFP process concerning any Proposer shall not constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law, and statutory law of the State. The Proposer waives any right it may have to bring any claim, whether in damages or equity, against the State, its agents and employees, with respect to any matter arising out of any process associated with this RFP.

A Proposer's participation in this process might result in the State selecting that Proposer to engage in further discussions. The commencement of such discussions, however, does not signify a commitment by the State to execute an Agreement or to continue discussions. Such Proposer(s) or the State can terminate discussions at any time and for any reason. Any alleged oral agreement or arrangement made by a Proposer with any agency or employee shall be superseded by the written, executed and approved Agreement. Proposals are not intended to be, nor will they be considered as bids, but only as proposals.

12.4 Compliance with Laws

All Proposals are subject to the requirements and policies contained in this RFP, the laws of the United States, and the conditions, policies, procedures, regulations, and laws of the State of Connecticut.

12.5 Freedom of Information Act

Upon receipt by the Department, all Proposals are considered a public record or file, subject to the Freedom of Information Act ("FOIA"), and to public disclosure unless otherwise protected. The Commissioner of the Department may withhold from disclosure the Proposals until the completion of the procurement process, pursuant to § 1-210(b) (24) of the Connecticut General Statutes, which provides that nothing in the Freedom of Information Act shall be construed to require the disclosure of:

"Responses to any request for Proposals or bid solicitation issued by a public agency or any record or file made by a public agency in connection with the contract award process, until such contract is executed or negotiations for the award of such contract have ended, whichever occurs earlier, provided the chief executive officer of such public agency certifies that the public interest in the disclosure of such responses, record or file is outweighed by the public interest in the confidentiality of such responses, record or file."

The Proposer is responsible for identifying any and all information it considers a trade secret, commercial or financial information submitted in confidence and not required by statute, unless such earlier claims were already adjudicated by the Freedom of Information Commission.

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12.5.1 Identification of Exempted Information

Proposers must identify information constituting trade secrets, or commercial or financial information submitted in confidence and not required by statute included in the Proposal, if they wish to protect such information from disclosure during the procurement process, or to the public as a public record.

The Proposer seeking to claim an exemption for a trade secret, or commercial or financial information submitted in confidence and not required by statute must provide a convincing explanation and rationale sufficient to justify each exemption consistent with §1-210(b) of the Connecticut General Statutes. The rationale and explanation shall be stated in terms of the prospective harm to the competitive position of the Proposer that would result if the identified material were to be released. The Proposer shall state the reasons it believes the material is legally exempt from release pursuant to FOIA, and affirmatively state, that such information has not otherwise been made available such that it is already public. The final administrative authority to release or exempt any or all material so identified rests solely with the State; subject to adjudication by the Freedom of Information Commission should the Proposer's request be challenged.

12.5.2 Limitations on Labeling Information as Confidential or Trade Secrets

Notwithstanding the same, by submitting a Proposal, each Proposer agrees that the State may reveal any trade secret, or commercial or financial information submitted in confidence and not required by statute in such Proposal to all staff and officials involved in the selection process, and to any outside consultant(s), legal counsel or other third parties who serve on the Evaluation Committee or who are hired to assist in the evaluation and selection process. Each such individual who receives such information will be required to sign a confidentiality agreement. Furthermore, each Proposer agrees to indemnify and hold harmless the State and each of its officers, employees, consultants, counsel and agents from all costs, damages and expenses incurred in connection with refusing to disclose any material which the Proposer has designated as a trade secret, or commercial or financial information submitted in confidence and not required by statute. Any Proposer that designates its entire Proposal as a trade secret or commercial or financial information submitted in confidence and not required by statute may be disqualified by the State, in its sole discretion. Any work product, whether acceptable or unacceptable, developed under the Development Agreement will become the sole property of the State unless stated otherwise in the Agreement.

Moreover, Proposers are advised that price information submitted in response to the RFP is generally not considered a trade secret or otherwise exempt from disclosure under FOIA. The entire Proposal may not be labeled as a "Trade Secret" or "confidential, proprietary information." If a Proposal is entirely or predominately labeled as a "Trade Secret," or commercial or financial information submitted in confidence and not required by statute, the Proposal may, in the sole discretion of Department, be rejected by the Department and deemed non-responsive unless the improper designation is corrected within the time (if any) allowed by Department.

12.5.3 Documents from Meetings

The documents received by the Department during interviews may be subject to disclosure.

12.5.4 State Immunity

The State shall not be liable for disclosure or release of information when authorized or required by law. The State shall also be immune from liability for disclosure or release of information under the circumstances set out in this section 12.5.

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12.6 Interpretation of this RFP

A term defined in the singular may be used in the plural, and vice versa, all in accordance with ordinary principles of English grammar, which also govern all other language in this RFP. The words "include" and "including" shall be construed to be followed by the words: "without limitation." Each of these terms shall be interpreted as if followed by the words "(or any part of it)" except where the context clearly requires otherwise. Every reference to any document, including this RFP, refers to such document as modified from time to time to the extent authorized or allowed by the State, and includes all exhibits, schedules, addenda and riders to such document. The word "or" includes the word "and." All schedules, exhibits and addenda attached to this RFP or subsequently issued are hereby incorporated into and made part of this RFP in their entirety.

12.7 Consultants and Legal Counsel

The State has retained Jacobs Engineering to assist in the preparation of this RFP and to aid the State in its review of the Proposals that it receives, and in contract negotiations.

The State has also retained the law firm of Shipman & Goodwin to assist in the preparation of this RFP and to act as outside legal counsel during the contract development process and during contract negotiations and Development Agreement drafting.

12.8 Applicable Law

The Agreements shall be governed by and interpreted in accordance with the laws of the State of Connecticut, regardless of whether its conflict of laws principles would dictate otherwise

12.9 Non-Discrimination

The Proposer must agree to comply with sections 4a-60 and 4a-60(a) of the Connecticut General Statutes requiring that the Proposer will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, sexual orientation, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Proposer that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Proposer further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, sexual orientation, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Proposer that such disability prevents performance of the work involved.

The Proposer agrees, in all solicitations or advertisements for employees placed by or on behalf of the Proposer, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities (CHRO). The Proposer agrees to provide each labor union or representative of workers with which the Proposer has a collective bargaining agreement or other contract or understanding and each vendor with which the Proposer has a contract or understanding, a notice to be provided by the CHRO, advising the labor union or workers' representative of the Proposer's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment. If the contract is a public works contract, The Proposer agrees and warrants that the Proposer will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

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12.10 Applicable Federal Laws

The delivery of the Project must conform to requirements of applicable federal law, regulations and policies. The Department anticipates that certain federal requirements will apply, including but not limited to Equal Opportunity requirements (Title VI of the Civil Rights Act of 1964, as amended), and the Americans with Disability Act (as further described below).

12.11 Americans With Disabilities Act Compliance

The Proposer will be responsible for ensuring that the Project facilities delineated in its Proposal are in compliance with the Americans with Disabilities Act. The Department encourages Proposals that demonstrates a viable and comprehensive plan to recruit, hire and retain qualified persons with disabilities.

12.12 Compliance with Small Business Enterprise

Any contracts awarded by the selected Proposer in the development of the Project must comply with the small business enterprise (SBE) of section 4a-60g of the Connecticut General Statutes, as may be applicable. This Project shall be subject to a SBE participation percentage of 5%.

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ATTACHMENT 1

GLOSSARY OF DEFINED TERMS

Whenever the following words and expressions are used in this RFP, the Proposal, and the Agreement, they shall have the following meanings, except as otherwise expressly provided.

“Acceptable Walking Distance” means a one-quarter mile distance to the Stamford Station with the existing pedestrian overpass serving as the origin and destination point, and as depicted in Exhibit 1 of this RFP.

“Agreement” means the Development Agreement, which will be the definitive written agreement between the State and the Developer with regard to the services contemplated under this RFP.

“Attorney General” or “AG” means the Office of the Attorney General, State of Connecticut.

“Available Funds” means the State tax-exempt bond proceeds for the Project, as further described in subsection 3.3.1 of this RFP.

“C.G.S.” means the Connecticut General Statutes, as amended from time to time.

“CEPA” means the Connecticut Environmental Policy Act (§§22a-1a et seq. of the C.G.S.)

“Commissioner” means the Commissioner of CTDOT. The term “Commissioner” shall include any Person designated to act for or on behalf the Commissioner.

“Commuter Parking,” aka “State Controlled Parking,” means the parking spaces contained in the Replacement Garage(s), 2004 Garage and South State Street surface lot, reserved for customers using a public transportation facility.

“Critical Path Method” means an approach or model used to analyze the project’s network of activities and events to ensure timely project completion.

“CTDOT” means the State or the Connecticut, Department of Transportation.

“CTDOT Cost Cap” means the amount of the CTDOT financial contribution proposed by the Selected Proposer in its Proposal, or such other amount that is agreed to by the Department, not to exceed the Available Funds.

“CTDOT Headquarters” means the headquarters building for CTDOT, located at 2800 Berlin Turnpike, Newington, Connecticut.

“Developer” means the Person named in the Agreement and responsible for all services and requirements under the Agreement.

“Eligible Costs” means those cost identified in subsection 3.3.1 of this RFP.

“Environmental Laws” means all federal, state, municipal and local governmental statutes, ordinances, regulations, codes, orders, directives, rule and guidelines, relevant industry rules, regulations, standards

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and guidelines, general permits, individual permits, judgments, injunctions, requirements of common law, whether now in force or as amended and/or enacted in the future, concerning or relating to land use and the protection of health, safety and the natural environment (including but not limited to those relating to the ground, air, water, solid waste, hazardous waste, odors, noise, pollution or contamination, and those concerning the installation, operation, closure and corrective action of underground or above ground tanks) and shall include, without limitation, the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986; the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §§1251 et seq.; the Clean Air Act, 42 U.S.C. §§7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §§300f et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§11001 et seq., the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§136 to 136y; the Oil Pollution Act of 1990, 33 U.S.C. §§2701 et seq.; the Occupational Safety and Health Act, 29 U.S.C. §§651 et seq.; and all state laws enacted as part of Title 22a of the C.G.S. including (without limitation) the Connecticut Environmental Policy Act (§§22a-1a through 22a-1h of the C.G.S.), the Environmental Protection Act of 1971 (§§22a-14 to 22a-20 of the C.G.S.), the Connecticut Wetlands and Watercourses Protection Act (Chapter 440 of the C.G.S.), the Noise Pollution Control Act (Chapter 442 of the C.G.S.), Coastal Management Act, (§§22a-90 to 22a-112 of the C.G.S.), the Connecticut statutes on Hazardous Waste (Chapter 445 of the C.G.S.), Air Pollution (Chapter 446c of the C.G.S.), Solid Waste Management (Chapter 446d of the C.G.S.), Water Pollution Control (Chapter 446k of the C.G.S.), the Soil Erosion and Sediment Control Act (§§22a-325 to 22a-329), the Water Diversion Policy Act (§§22a-365 to 22a-378 of the C.G.S.), and any ordinance, regulation, rule or requirement imposed by any municipal or local Governmental or unit thereof, including any pertaining to zoning, land use, wetlands, or health, and any other federal, state, or municipal or local environmental requirements, including any state or municipal and local counterpart or additions to these acts or other laws, together with all rules, regulations, codes, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

“Environmental Permits” means any permit, license, approval, authorization, registration, general permit, or consent required under any Environmental Law for any Facility and its lawful operation. Environmental Permits shall include, but not be limited to, any federal, state and municipal and local permits related to air, water, waste, land use, or other Environmental Media regulated under the Environmental Laws.

“Evaluation Committee” means the committee established by the Commissioner to evaluate Proposals.

“FOIA” means the Connecticut Freedom of Information Act, as amended, together with all regulations promulgated thereunder, from time to time (§§1-200 et seq. of the C.G.S.).

“Financial Offer” means Proposers offer as related to the Eligible Costs, contained in Exhibit XX.

“Garage Improvements” means the development and work described in Section 1.1 of this RFP

“Governmental Approvals” means any permit, consent, license, approval, certificate, registration or other authorization required under the authority of any Governmental Authority or pursuant to any Legal Requirement.

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"Governmental Authority" means each and every governmental agency, authority, bureau, department, quasi-governmental body, or other entity or instrumentality having or claiming jurisdiction over the Project (or any activity the Agreement allows), including the United States government, the State and County governments and their subdivisions and municipalities, and all other applicable governmental agencies, authorities, and subdivisions thereof. "Governmental Authority" shall also include any planning commission, zoning commission, board of standards and appeals, department of buildings, city council, zoning board of appeals, or similar body having or claiming jurisdiction over the Project or any activities on or at the Project.

"Guarantor" means a Person that guaranties the Developer's obligations under the Agreement and is acceptable to the State in all respects, in the State's sole discretion.

"Hazardous Materials" means any and all pollutants, contaminants, hazardous or toxic waste, substance or material, or any other substance that might pose a hazard to health, safety or the environment, the removal of which may be required or the manufacture, use, maintenance or handling of which is regulated, restricted, prohibited or penalized by any Environmental Law and including, without limitation, those regulated by the Comprehensive Environmental Response, Compensation and Liability Act of 1990 (42 U.S.C. §§9601 *et seq.*), as amended (CERCLA), the Resource Conservation and Recovery Act (42 U.S.C. §§6901 *et seq.*), as amended (RCRA), the Toxic Substances Control Act (15 U.S.C. §§2686 *et seq.*), as amended, or any other Legal Requirements or any substance that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, or any substance containing gasoline, diesel fuel or other petroleum hydrocarbons, petroleum products or petroleum by-products, including but not limited to those for which there are Remediation standards adopted pursuant to §22a-133k of the C.G.S. or for which such Remediation standards have a process for calculating the numeric criteria of such substance, methyl tertiary butyl ether (MTBE), polychlorinated biphenyls (PCBs), radon gas, urea formaldehyde foam insulation, asbestos, lead or electromagnetic waves.

"Key Member" means any member of Proposer's team which will play a major role in the development and delivery of the Project, e.g. provision of equity, property, design, construction, financing, operations and maintenance, etc.

"Key Personnel" means any position and the named personnel who will occupy the most important positions and roles for successful development and implementation of the Project, as identified in the Proposer's SOQ/CP and subsection 10.7.1 of this RFP.

"OPM" means the State of Connecticut, Office of Policy and Management.

"Payment Activity" means the activity that must be performed in order to receive payment.

"Person" means an individual, partnership, corporation, business trust, limited liability company, limited liability partnership, joint stock company, trust, unincorporated association, joint venture or other entity or any Governmental Authority.

"Performance Criteria" means the minimum guidelines, characteristics, materials, or dimensions that are used to judge the quality of the Project performance, materials, workmanship, and functionality as specifically indicated in Schedules 2-4.

"Plans and Specifications" means plans for any Improvements, including drawings, specifications, details and manuals, all as approved by the State.

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“Project” means the development and improvements defined in Section 1.2 of this RFP.

“Project Element” means a component of the Project as indicated in Table 2 by which the Project will be analyzed.

“Proposal” means a written proposal submitted in response to this RFP, including any and all supporting documents, plans, drawings, and other materials.

“Proposer” means a Person eligible to submit and that does submit a Proposal.

“Public transportation facilities” means rail, busway and bus stations and associated improvements, including, but not limited to, parking.

“Record of Decision” means the public document stating the determination of the Department relative to environmental matters and the conditions, if any, by which a Project will proceed.

“Schedule Activities” means the tasks to be performed to complete and manage the Project.

“Selected Proposer” means the Proposer selected by the Department to deliver the Project.

“SPRB” means the State of Connecticut, Property Review Board, or its successor.

“State” means the State of Connecticut.

“Subcontractor” means any Person hired by the Developer to do any of the work or provide any of the services specified in this RFP.

“System Requirement Compliance Matrix” means a documented list of all required functionality, performances and specifications for the PARCS with corresponding indication that (1) the requirement will/will not be complied with, (2) the Preliminary Design Review provides indication, (3) that the Final System Design provides indication of compliance, (4) the Factory Acceptance Test results indicate compliance, and (5) that the Final System as installed and approved meets the requirements.

“Team” means the Developer and all Key Members, Subcontractors and other Persons providing or expected to provide finance, design, construct, operate and maintain the Project as required under or contemplated by the Agreement, in each case under the direction and control of the Developer.

“TOD Improvements” means the improvements defined in subsection 1.2.2 of this RFP.

“Transit-oriented development” means the development of residential, commercial and employment centers within one-half mile or walking distance of public transportation facilities, including rail and bus rapid transit and services that meet transit supportive standards for land uses, built environment densities and walkable environments, in order to facilitate and encourage the use of those services.

“Work” means all of the labor, materials and equipment necessary to complete the Project in accordance with the Contract Documents.

“Work Breakdown Schedule” (WBS) means the structure by which the Proposer will decompose project into various components and to logical lower level details.

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“WBS Level VI” means the technical tasks associated with the work packages or Project Elements.

“WBS Level IV” means the components needed to form the Project Elements.

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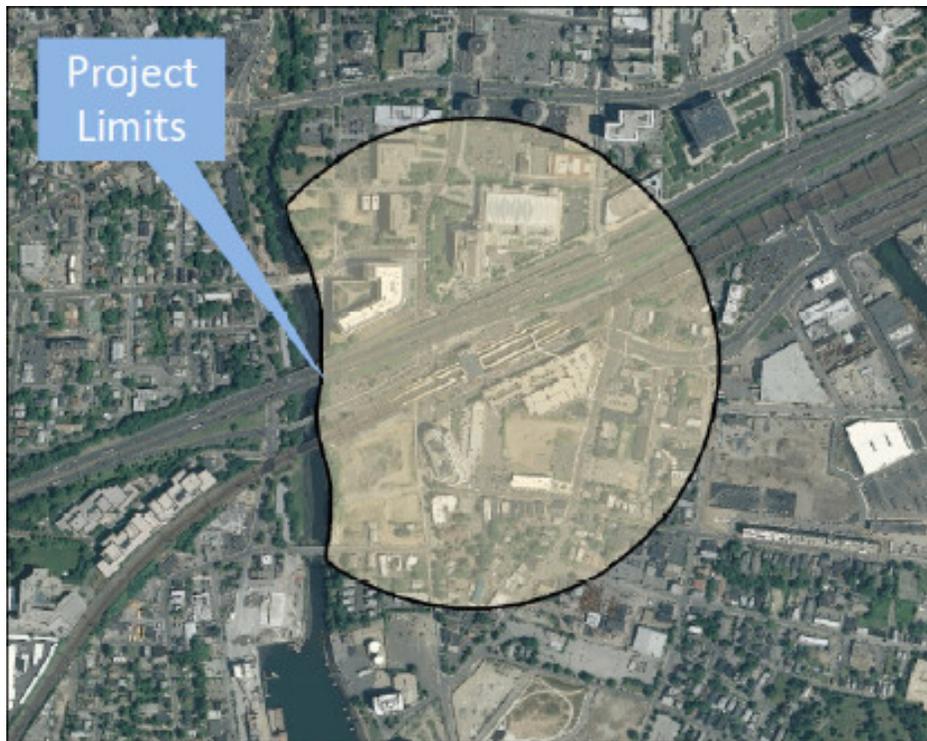
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EXHIBIT 1

ACCEPTABLE WALKING DISTANCE

The maximum “Acceptable Walking Distance” from the Replacement Garage(s) to the Stamford Station shall not exceed one-fourth (1/4) mile. The map below displays the radius of the Acceptable Walking Distance for locations where the Replacement Garage(s) could be located. The project limits are approximate for graphical representation only.



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FORM A

PROPOSAL LETTER

PROPOSER: _____

Proposal Date: _____

Scott Hill
Manager of Bridges and Facilities
Connecticut Department of Transportation
2800 Berlin Turnpike
Newington, CT 06111

Dear Mr. Hill:

The undersigned ("Proposer") submits this proposal in response to the Request for Proposals (the "RFP") issued by the Connecticut Department of Transportation ("CTDOT" or the "Department"), dated _____, 2012, to solicit proposals for a Developer to enter into a Development Agreement (the "Contract") to develop the Stamford Transportation Center parking garage and transient-oriented development, as more specifically described in the documents provided with the RFP (the "RFP Documents").

If selected by the Department, Proposer agrees: (a) to negotiate the terms of the Contract Documents with the Department in good faith and in accordance with the requirements of the RFP, if applicable; and (b) to enter into and perform its obligations as set forth in the Contract Documents, including compliance with all commitments contained in this proposal.

Enclosed herewith, and by this reference incorporated herein and made a part of this Proposal, are the following:

- Volume I Executive Summary
- Volume II Proposer Information and Certifications
- Volume III Technical Proposal
- Volume IV Financial Proposal

Proposer acknowledges receipt, understanding and full consideration of the following Addenda to the RFP:

[List all Addenda, if applicable]

Proposer certifies that it has carefully examined and is fully familiar with all of the provisions of all of the RFP Documents, and is satisfied that such provisions provide sufficient detail regarding the Work (as defined in the RFP) to be performed; that it has carefully checked all the words, figures and statements in

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this proposal; that it has conducted such other field investigations and additional design development which are prudent and reasonable in preparing this proposal, including a thorough review of all of the RFP Documents; and that it has notified the Department of any deficiencies in or omissions from any RFP Documents or other documents provided by the Department and of any unusual site conditions observed prior to the date hereof.

Proposer represents that all statements made in the Statement of Qualifications, including any subsequent modifications submitted to CTDOT, are true and correct as of the date hereof. Proposer agrees that such Statement of Qualifications, except as modified and presented, herein, upon CTDOT's approval, is incorporated in such forms as if fully set forth therein.

The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the State, are true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the State as to any material fact.

The Cost Proposal as related to the CTDOT Cost Cap that is included in this Proposal is a firm offer that remains in full force and effect until an Agreement is fully executed. Furthermore, a corporate Resolution designating the undersigned as an individual duly authorized to execute this Proposal on behalf of the Company, and bind the Company to its Proposal is attached.

Proposer agrees that the Department will not be responsible for any errors or omissions in this proposal.

[Add appropriate signature block]

1. Sample signature block for corporation or limited liability company:

[Insert the Proposer's name]

By: _____

Print Name: _____

Title: _____

2. Sample signature block for partnership or joint venture:

[Insert the Proposer's name]

By: *[Insert general partner's or member's name]*

Print Name: _____

Title: _____

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By: _____

Print Name: _____

Title: _____

[Add signatures of additional general partners or members as appropriate]

3. Sample signature block for attorney in fact:

[Insert the Proposer's name]

By: _____

Print Name: _____

Attorney in Fact

Proposer's business address:

(No.) (Street) (Floor or Suite)

(City) (State or Province) (ZIP or Postal Code) (Country)

State or Country of Incorporation: _____

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FORM B

INFORMATION ABOUT PROPOSER AND KEY MEMBERS

(To be signed by authorized signatory(ies) of Proposer/Key Members)

1.0 Name of Proposer: _____

2.0 Type of entity: _____

3.0 Proposer's address: _____

4.0 If the Proposer's organization (or any member, partner or joint venturer of the Proposer) is a corporation, **include copies of articles of incorporation and bylaws for each corporation certified by an appropriate officer** and answer the following (copy this section if necessary for multiple corporations):

4.1 Name of corporation: _____

4.2 Relationship of corporation to the Proposer: _____

4.3 Date of incorporation: _____

4.4 State of incorporation: _____

4.5 President's name: _____

4.6 Vice President's name(s): _____

4.7 Secretary's name: _____

4.8 Treasurer's name: _____

5.0 If the Proposer's organization (or any member, partner or joint venturer of the Proposer) is a partnership (including general partnerships, limited partnerships and limited liability partnerships), **include copies of partnership agreements for all tiers certified by an appropriate individual** and answer the following (copy this section if necessary for multiple partnerships):

5.1 Name of partnership: _____

5.2 Relationship of partnership to the Proposer: _____

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5.3 Date and state of organization of partnership: _____

5.4 Full names and addresses of all partners (state whether general or limited partners):

6.0 If the Proposer's organization (or any member, partner or joint venturer of the Proposer) is a joint venture, **include copies of joint venture agreements for all tiers certified by an appropriate individual** and answer the following (copy this section if necessary for multiple joint ventures):

6.1 Name of venture: _____

6.2 Relationship of venture to the Proposer: _____

6.3 Full names and addresses of all members (at all tiers):

7.0 If the Proposer's organization (or any member, partner or joint venturer of the Proposer) is a limited liability company, **include copies of organizational documents certified by an appropriate individual** and answer the following (copy this section if necessary for multiple companies):

7.1 Name of company: _____

7.2 Relationship of company to the Proposer: _____

7.3 Date of organization: _____

7.4 State of organization: _____

7.5 President's name: _____

7.6 Vice President's name(s): _____

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7.7 Secretary's name: _____

7.8 Treasurer's name: _____

8.0 If the Proposer (or any member, partner or joint venture partner of the Proposer) is an individual or an entity other than a corporation, partnership, limited liability company or joint venture, **include copies of organizational documents for all tiers certified by an appropriate individual** and describe such person or entity and name all principals (copy this section if necessary for multiple entities):

STATE OF _____)

COUNTY OF _____)

The undersigned, being first duly sworn, deposes and says that _(he/she)_____ is the _(title)_____ of _(company name)_____, which entity is a _(shareholder, partner, joint venture member or other)_____ of _(Proposer's name)_____, a _(corporation, partnership, limited liability company, joint venture or other), the entity making the foregoing Proposal, and that the answers to the foregoing questions and all other statements therein are true and correct.

(Signature)

(Signature)

(Name Printed)

(Name Printed)

(Title)

(Title)

Subscribed and sworn to before me this _____ day of _____, 2012.

Notary Public in and for said County and State

[Seal]

My commission expires: _____.

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FORM C

KEY PERSONNEL INFORMATION

Name of Proposer: _____

Provide the information for each Proposed Key Personnel as indicated in the table below. This form may be recreated to provide the requested information. If Proposer has designated, as Key Personnel, a person or position that is not listed, include the relevant information for that person or position. Also include the CTDOT Approval letter for Key Personnel not included in SOQ.

Position	Name	Key Personnel Included in SOQ (Yes or No)	Employer's Firm Name
Project Manager			
Architect/Engineer of Record ¹			
Quality Control Manager			
Construction Manager			
Equity Managing Principal			
O&M Manager			
Safety Manager			
Design Manager			
Environmental Compliance Manager			
Public Information Coordinator			

¹Key Personnel shall include all designers of record including, but not limited to, architecture, parking specialists, civil engineering, structural engineering, mechanical engineering, electrical engineering, plumbing engineering and fire protection engineering.

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(Name of Company)

(Name of Company)

(Signature)

(Signature)

(Name Printed)

(Name Printed)

(Title)

(Title)

Subscribed and sworn to before me this _____ day of _____, 2012.

[Seal]

Notary Public in and for
said County and State

My commission expires: _____.

[Duplicate or modify this form as necessary so that it accurately describes the entity making the proposal and so that it is signed on behalf of all partners, members or joint venturers of the Proposer.]

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FORM E

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

DEBARMENT AND SUSPENSION CERTIFICATION

(To be signed by authorized signatory of Proposer, and each Key Member)

The undersigned, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency.
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years.
- Does not have a proposed debarment pending.
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past 3 years.
- Has not within the past 3 years had one or more public transactions (federal, state or local) terminated for cause or default.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of Award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

Date: _____

Signature

Title

[Duplicate as necessary for use by Proposer and each Key Member.]

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FORMS F1 – F8

Forms F1 – F8 are being provided as a separate Excel file document(s) to allow Proposers to use and modify such forms, as necessary and appropriate, to explain and substantiate the Proposer's Financial Proposal. Proposers are encouraged to submit forms that expand upon the level of detail included in the forms.

The Excel file labeled as "Financial Documentation Forms(STOD71312)" contains the following forms:

- (1) Form F-1: Development Program
- (2) Form F-2: Sources and Uses for the Garage Improvements
- (3) Form F-3: Cost Proposal
- (4) Form F-4: Operations and Maintenance Schedule for the Garage Improvements
- (5) Form F-5: Sources and Uses for the TOD Improvements
- (6) Form F-6: Proforma for the Garage Improvements
- (7) Form F-7: Proforma for the TOD Improvements

The Excel file labeled as "Lifecycle Cost Form (STOD71312)" contains the following form:

- (1) Form F-8: Lifecycle Cost Analysis of Garage Improvements

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SCHEDULE 1

DEVELOPMENT AGREEMENT

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**(THE DEPARTMENT WILL PROVIDE A COPY OF ITS PROPOSED
DEVELOPMENT AGREEMENT BY ADDENDUM TO THIS RFP.)**

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SCHEDULE 2

**DESIGN AND CONSTRUCTION
PERFORMANCE CRITERIA
FOR THE REPLACEMENT GARAGE(S), STATION PLACE IMPROVEMENTS
AND PEDESTRIAN BRIDGE**

1.0 Scope of Work

This portion of the scope of work provides the criteria for the (i) Replacement Garage(s), which includes the demolition of the (ii) Original Garage, (iii) Station Place Improvements, and (iv) Pedestrian Bridge to service the Stamford Transportation Center. The following functional and technical requirements are considered to be the governing criteria for the development of the Project Elements listed above.

These criteria include requirements related to functional design, architecture, structural, mechanical, electrical, power and fire protection design, operations, cost information, and maintenance.

The design of the proposed improvements shall be coordinated with the Department through the conducting of biweekly progress meetings. Design submissions shall be made at the

1.1 General Criteria

Design and construction criteria for the proposed improvements shall include but not be limited to the following requirements:

- (1) Building Code Requirements – Connecticut State Building and Fire Codes, as amended, in effect at the time of building permit application.
- (2) FM GLOBAL Requirements –FM Global Requirements for the proposed parking structure and related improvements. Design in accordance with appropriate FM Global Data Sheets.
- (3) Connecticut High Performance Building Construction Standards for State Funded Buildings.
- (4) PCI - PCI Design Handbook
- (5) PCI – Manual for Quality Control for Plants and Production of Structural Precast Concrete Products, MNL 116.
- (6) PCI - Precast Prestressed Concrete Parking Structures: Recommended Practice for Design and Construction.
- (7) AASHTO – LRFD Guide Specifications for the Design of Pedestrian Bridges – 2009 Edition.
- (8) Connecticut Requirements for Threshold Buildings shall apply to both parking structure(s) and pedestrian bridge design and construction, including performance of Independent Structural Peer Reviews.

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- (9) Connecticut Art In Public Spaces Program
<http://www.cultureandtourism.org/cct/cwp/view.asp?a=3933&q=464312>

1.2 Demolition Criteria

- (1) Demolition/construction activities shall include provisions for the protection of public safety, adjacent property, and existing construction to remain. Provisions shall include alterations to the "2004 Garage" necessary for continued operation during demolition of the "Original Garage" and construction of the "Garage Improvements."
- (2) Provision of a pre-construction survey of adjacent property/construction and subsequent monitoring program of adjacent property/construction during the demolition of the "Original Garage" and construction of the "Garage Improvements."
- (3) Provision of a post-construction survey of adjacent property/construction and subsequent monitoring program of adjacent property/construction during the demolition of the "Original Garage" and construction of the "Garage Improvements."

1.3 Permitting Requirements

- (1) The Selected Proposer will be responsible for complying with any and all environmental permits and governmental approvals. The Department is conducting an environmental impact evaluation under CEPA and the Selected Proposer will be required to comply with mitigation requirements resulting from the Record of Decision. Additional environmental obligations are set forth in the Development Agreement. The expected date of the draft Environmental Impact Evaluation will be August 21, 2012.
- (2) Where the property associated with the needed permit is owned by the Department, the Department shall be named as the owner in any such permit. If the Proposal includes a land swap of property that would be considered an "establishment" under the Connecticut Transfer Act (§§ 22a-134 through 22a-134e of the Connecticut General Statutes), there must be a commitment from the Proposer that the property will be transferred in accordance with the Transfer Act and that the Proposer agrees to be the certifying party.
- (3) It is the State's position that local zoning requirements do not apply to any portion of the Project that is located on state-owned land; however, nothing herein shall be deemed to (i) constitute a guarantee by the state that a court would reach such result; or (ii) relieve the Proposer from its obligation to determine the applicability of all laws, including zoning requirements, to its Proposal.

1.4 Functional Design Criteria

- (1) Required Commuter Parking Spaces – The proposed improvements are to include provision of a minimum of 1,000 new parking spaces, with convenient vehicular and pedestrian access, to serve Stamford Station. Should the proposed improvements eliminate existing parking spaces in addition to the 727 spaces in the "Original Garage", additional new parking spaces in excess of the 1,000 shall be provided equal to or greater than the number of the additional spaces eliminated. In addition to the provision of a minimum of 1,000 new parking spaces, the proposer is to maintain the existing current parking supply at all times during design and construction.

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ADA compliant spaces presently located within the “Original Garage” shall be relocated to the “2004 Garage” prior to demolition of the “Original Garage” and maintained during the construction of the proposed improvements.

- (2) User/Customer Type – The proposed users of the structured parking are customers utilizing public transportation at Stamford Station. These customers are expected to consist of both daily/transient and monthly/contract users.
- (3) Vehicle Origination/Destination Locations – The proposed improvements are to include an evaluation of the vehicular origin/destination of the present users and incorporation of the results of this evaluation in the design of the facility/facilities with respect to entry/exit lane locations and configurations for both temporary provisions and “Garage Improvements.”
- (4) Pedestrian Destinations - Proposed Garage Improvements are to include provisions for pedestrian accommodations for patrons of Stamford Station. The proposed improvements are to include an evaluation of the pedestrian origin/destination of the users and incorporation of the results of this evaluation in the design of the facility/facilities with respect to pedestrian entry/exit locations for both temporary provisions and “Garage Improvements.”
- (5) Vehicular Access/Egress – The proposed improvements are to include vehicle access/egress lanes supporting the requirements of the PARCS system. Entry/exit plazas shall have a maximum slope of no greater than 2 percent. A minimum of two entry and two exit lanes will be maintained operational at all times. The functional design shall include an analysis of entry/exit lanes requirements based upon existing/future peak volumes, and service rates per entry/exit lane. Entry/exit lanes are to be placed to allow easy flow in and out of the garage with traffic control changes necessary to remove street cueing from blocking egress/ingress.
- (6) Wayfinding – The temporary provisions and proposed improvements shall include provisions for wayfinding signage serving vehicles and pedestrians. This signage shall be provided both within the “Garage Improvements” and the on adjacent streets.
- (7) Temporary Provisions/Improvements – All modifications to the 2004 garage including civil, architectural, structural, mechanical, electrical, plumbing, and fire protection including shall be included in the Proposal.
- (8) Temporary Provisions for Operations – Temporary provisions shall include relocation of the garage management office and all related functions with respect to garage operation and physical security.
- (9) Temporary Pedestrian Access/Egress – The proposed temporary improvements are to include provisions for pedestrian access/egress at street level for users of the 2004 Garage to access Stamford Station.
- (10) Site Location/Proximity – The proposed improvements, both temporary and permanent are to provide the required minimum number of parking spaces within ¼ mile of Stamford Station.

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- (11) Site Geometry – The 2004 Garage parcel includes a 10' easement located at the perimeter of the garage. Proposed improvements shall not impinge upon this easement.
- (12) Parking Geometry-Space Sizes/Aisle Widths – Parking spaces are to be standard size 8.5' x18' throughout the facility/facilities, with the exception of ADA complaint spaces. Aisle widths for two way traffic are to be a minimum of 24' in width. Aisle widths for one way traffic are to be a minimum of 22' in width for perpendicular parking, and a minimum of 16' in width for diagonal parking with an angle of 60 degrees or less. ADA compliant parking spaces are to meet the governing dimensional requirements.
- (13) Vehicular Circulation-Layout/Ramp System – Vehicular ramps with parking spaces shall not exceed a slope of 5 percent. Speed ramps, ramps without parking spaces, shall not exceed a slope of 8 percent. Transition sections are to be provided at the top and bottom of all speed ramps.
- (14) Pedestrian Circulation-Stairs and Elevators Towers–
 - (a) Provide stair / elevator towers with glazing systems at all exterior elevations. Provide enclosed elevator/stair lobbies at roof levels or locations exposed to weather. Maintain open areas adjacent to elevator/stair towers to facilitate wayfinding and security.
 - (b) Each elevator tower must provide a minimum of two elevators. Elevator cabs shall be glazed on all sides with corresponding elevator shaft glazing. Elevator cab finishes shall be stainless steel panels. Elevators shall be machine room less (MRL) traction elevators.
- (15) Pedestrian Bridges
 - (a) Provide a new elevated pedestrian bridge to replace the existing pedestrian bridge connecting the “Original Garage” to Stamford Station. The new pedestrian bridge shall connect directly either to a Replacement Garage constructed at this location or the 2004 Garage to Stamford Station.
 - (b) Pedestrian bridge construction must be equal to the existing bridge at this location including but not limited to walkway width, walkway height, weather protection, lighting, exterior/interior finishes, and security provisions. Supports for the bridge are to be integral with the structure on the Replacement Garage(s) on the existing site or adjacent to the 2004 garage.
- (16) ADA Requirements – All improvements are to comply with State and Federal ADA requirements for transit facilities.
- (17) Provide electrical vehicle charging stations, and a data collection system that will capture data on energy used. Provide a future means to collect revenue for this service. Electric charging stations shall be provided as part of “Garage Improvements” for new parking spaces at in the amount of 1% of total parking spaces at each parking structure(s), including provisions for future expansion.

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1.5 Civil / Site Design Criteria

- (1) Station Place Bus, Taxi, and Kiss and Ride functions are to be maintained adjacent to Stamford Station during the demolition of the “Original Garage” and construction of the “Garage Improvements.”
- (2) Station Place Improvements consists of the redesign and reconstruction of Station Place to improve vehicular, cyclist, and pedestrian circulation within the footprint of the present Original Garage. The proposed improvements shall be designed to accommodate Taxi, and Kiss and Ride functions, as follows:
 - (a) Taxi Pool – Provisions for a minimum of 12 taxis maintained “on site pool” with provisions for an additional 20 taxis maintained “off site pool” at a remote controlled lot within a 2 minute travel time.
 - (b) “Kiss and Ride” – Provisions for a minimum of 20 spaces for Stamford Station users. “Kiss and Ride” spaces shall meet ADAAG 503.4 requirements for passenger loading zones.
 - (c) Bicycle Racks – Provisions for a minimum of 50 bicycles.

Should Bus Passenger loading zones for shuttle/paratransit buses be provided, the loading zones shall be ADAAG 503.4 compliant, and subject to the review and approval of the Department.

- (3) Station Place Improvements shall be designed in accordance with Connecticut Department of Transportation Highway Design Manual. Station Place Improvements shall include provisions including but not limited to landscape and streetscape improvements such as surface treatments at crosswalks, granite curbing, planters, and lighting.

1.6. Architectural Design Criteria

- (1) Use Group – Design and construction of the proposed structured parking shall be in accordance with Connecticut State Building Code, Group S-2.
- (2) Type of Construction–Provide appropriate and allowable Type of Construction in accordance with Connecticut State Building Code for the anticipated size, use group and egress requirements.
- (3) Architectural Façade Treatment – For above grade structured parking, provide precast concrete spandrel panels. Panel height to extend from bottom of structural floor framing system to code required guard height. Spandrel panels shall have an architectural precast finish. Architectural finish requirements for exterior surfaces to include the use of shape, color, patterns, and texture to achieve an architectural finish. Architectural precast shall meet the requirements of PCI Guide Specification for Architectural Precast Concrete and PCI MNL 117.
- (4) Interior Surfaces – Interior garage surfaces shall be constructed/treated to enhance lighting/illumination. Options to enhance illumination may include structural framing alternatives, utilization of white cements, and the use of low maintenance concrete surface finishes.

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1.7 Structural Design Criteria

- (1) Structural Framing Alternatives –Construction methodology of precast prestressed concrete or cast-in-place concrete systems are preferred. The use of structural steel framing with cast-in-place concrete on metal deck is not an acceptable construction methodology for the state controlled parking spaces. Preferred structural framing alternatives for structured parking is as follows:
 - (a) Open Parking Garages -Pre-stressed precast construction.
 - (b) Enclosed Parking Garages – Cast-in-place concrete construction.
- (2) Structural Framing Geometry – Preferred structural framing geometry is for long span construction to facilitate circulation and parking. Long span geometry is required for Open Parking Garages.
- (3) Durability Requirements – Proposed design and construction to incorporate provisions for durability in accordance with American Concrete Institute ACI 362, Guide for Durable Parking Structures; and Prestressed Concrete Institute MNL 129, Precast, Prestressed Parking Structures: Recommended Practice for Design and Construction. Treat recommendations as requirements. Additional durability considerations include the following:
 - (a) Drainage Slopes – Minimum 1.5 percent.
 - (b) Corrosion Inhibiting Admixtures – Minimum 2 gallons/CY Calcium Nitrite. Admixture to be a minimum 30% solution of Calcium Nitrite.
 - (c) Water/Cement Ratios are to be limited to 0.40 for structural concrete.
 - (d) Concrete cover over reinforcing steel shall be in accordance with ACI provisions for concrete structures exposed to weather.
 - (e) Reinforcing steel in concrete floor slab construction shall be epoxy coated.
 - (f) Embedded steel connection components shall be hot dip galvanized or stainless steel construction.
 - (g) Exposed steel connection components shall be stainless steel. Connections components protected by sealants shall be considered exposed.
 - (h) Precast concrete construction connection design shall incorporate an additional safety factor of 1.3 as recommended by PCI.
 - (i) Traffic Bearing Waterproofing Membrane Systems.
- (4) Service Life Requirements – Minimum service life of 60years to be provided for all structural components. Service life modeling to be provided as part of the technical response to RFP. Service life analysis shall be developed using Stadium® Service Life Software for each proposed concrete mix design.
- (5) Steel Framed Structures – Fireproofing for steel framed structures shall be provided by concrete encasement.

1.8 Mechanical/Electrical/Plumbing/Fire Protection Design Criteria

Mechanical/Electrical/Plumbing/Fire Protection (M/E/P/FP) systems shall be provided for temporary provisions and proposed improvements. M/E/P/FP systems serving the

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“Garage Improvements” shall be independent from M/E/P/FP systems serving TOD improvements.

1.8.1 Mechanical

- (1) Heating and Ventilation – Provide heat, air conditioning, and ventilation to offices, elevator machine rooms, and other enclosed or occupied spaces. Provide heat and ventilation to electrical and mechanical rooms. Provide ventilation to other enclosed spaces as required by code.

1.8.2 Electrical

- (1) Electric Power is typically specified to be 3-phase, 480/277 volts with 480V – 120/208V transformers for electrical distribution in multi-level parking garages. Service size shall be determined by the designer.
- (2) Emergency Power – Provide generator to serve emergency power requirements including code required exit lighting, PARCS and security systems. Generator shall include an enclosure to provide suitable weather protection.
- (3) Telephone/communication service shall be supplied to the multi-level parking garage. Service size shall be determined by the designer.
- (4) Lighting levels for multi-level parking garages shall be designed in accordance to the Illuminating Engineering Society of North America (IESNA): Lighting for Parking Facilities, Recommended Practice Publication RP-20-98. Lighting levels for multi-level parking garages shall be designed to high level of activity and shall be uniform throughout each area.
- (5) The lighting fixtures shall be LED, energy efficient type fixtures capable of being effectively controlled by automated sensing devices and controls. Fixtures shall be capable of being instantly turned “on” and/or “off” and also shall be capable of being “dimmed down” and return to “full light output” instantly. The light fixtures shall be capable of achieving light levels and uniformity ratios recommended for each lighting application in accordance with the design guidelines specified within the (IESNA): Lighting for Parking Facilities, Recommended Practice Publication RP-20-98.
- (6) The lighting system shall be programmable and capable of automatically adjusting specified light fixtures or groups of lights to either “dim” or turn “off” during specified periods of low activity and/or when specified ambient light levels are achieved. The lighting system should also be capable of turning specified lights or groups of lights “on” or back up to “full light output” when occupancy or motion are detected. The lighting system shall also be able to automatically turn lights “on” when ambient light levels drop below specified light levels.
- (7) Time scheduled switching shall be coordinated with predictable traffic flows. The lighting system shall have the ability to be set to a “safety” setting outside of peak traffic times. In the event of a security or emergency all fixtures revert to full power.
- (8) Lighting shall be controlled by a photocell and shall have capabilities of light reduction/increase depending on daylight conditions.

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- (9) Emergency lighting levels shall be designed in accordance to the IESNA lighting handbook and the IESNA Lighting for Parking Facilities, Recommended Practice Publication RP-20-98.
- (10) Egress lighting and exit signs shall be provided. Exit signs shall be 5VA per face.
- (11) Lighting shall be wired on alternate circuits in the event of a circuit shut off to guarantee some degree of illumination.
- (12) Fire alarm systems shall be installed in multi-level parking garages.
- (13) Security call boxes shall be installed throughout the multi-level parking garage and shall be located strategically.
- (14) Security system including card readers, intercoms, door contacts, etc. shall be specified for multi-level parking garages.
- (15) Ground Fault Interrupter (GFI) receptacles or regular receptacles with Ground Fault Circuit Interrupter (GFCI) protection shall be installed in strategic locations. All receptacles shall be equipped with in-use weatherproof covers.
- (16) Closed Circuit Television (CCTV) system shall be installed in multi-level parking garages. System shall provide for CCTV surveillance throughout the "Garage Improvements" including entry/exit plazas, pedestrian access/egress locations, management office, stairs, stair and elevator lobbies, pedestrian bridges, and parking areas within the facility. The CCTV system shall also include provision of a new CCTV system for the "2004 Garage" as part of these improvements.
- (17) Parking attendant booth shall be required including climate control, lighting, fire protection devices, and any other systems such as intercoms, car count displays, CCTV, etc.
- (18) The light fixtures, fire alarm devices, receptacles, CCTV cameras, call boxes, etc. shall be constructed of vandal resistant materials and mounted in a manner to prevent vandalism.
- (19) The conduit system shall consist of Rigid Galvanized Steel Conduit (RGSC). Conduit expansion fittings shall be installed as required. Junction boxes shall be sized appropriately and shall be installed surface mounted under bridge decking.
- (20) Coordinate with MetroNorth for any additional power and communication system requirement. Additionally, coordinate the need of any additional surface mounted junction boxes.
- (21) Grounding and bonding shall be installed according to MetroNorth requirements and National Electrical Code (NEC).

1.8.3 Plumbing

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- (1) Storm Water Drainage – Provide storm water drainage system for parking structure(s) for drainage of roof level storm water with required separator, and secure necessary permits to discharge drainage to the local storm water system.
- (2) Sanitary - Provide sanitary systems for both sanitary facilities within the “Garage Improvements” and for drainage of intermediate/lower levels of parking structure(s) with required separator, and secure necessary permits to discharge drainage to the local sanitary system.
- (3) Storm and Sanitary drainage piping system to be cast iron, extra heavy weight. Hanger and support system components shall be hot dip galvanized steel. Piping shall be protected from vehicle impact by steel guards between 12 and 24 inches above finished floor elevation.
- (4) Domestic Water Service – Provide domestic water service for office and maintenance purposes.

1.8.4 Fire Protection

- (1) Fire Suppression:
 - (a) Open Parking Garages-Manual Dry Standpipe System
 - (b) Enclosed Garages-Automatic Dry Standpipe and Sprinkler System.
- (2) Fire/Emergency Alarm Systems

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SCHEDULE 3

PARKING ACCESS AND REVENUE CONTROL SYSTEM (PARCS)
PERFORMANCE CRITERIA

1.0 Scope of Work – PARCS

The intention of this portion of the scope of work is to define the functional and technical requirements of a new Parking Access and Revenue Control System (PARCS) that will replace the existing parking management system at the 2004 Garage, to the surface parking lot(s), and to the Replacement Garage(s). All software contained in the PARCS shall hereafter be referred to as the "Software". Collectively all of the parking facilities that are controlled by the Department will be referred to as the "State Owned/Controlled Parking". If the Developer is not the direct provider of the PARCS, the Developer must require contractually and assure that their subcontractor(s) ("PARCS Vendor(s)") meets all of the requirements of these Performance Criteria and provides directly to the Department all required licenses, warranties and ongoing services. In any event, the Developer shall be responsible for the acts and omissions of its subcontractors. Developer shall provide detailed information to the Department, including references acceptable to the Department, regarding the PARCS and any PARCS Vendors prior to their selection for the Department's review and approval. Note that an important factor in the final approval by the Department will be the full assignability of the PARCS, including without limitation the Software, to the Department as contemplated herein. All agreement(s) entered into between PARCS Vendor(s) and the Developer (the "PARCS Agreement(s)") shall be subject to review, comment, negotiation and final approval by the Department. The PARCS Agreements shall include a full assignment of the PARCS Agreement(s) by the Developer to the Department, including without limitation a perpetual non-cancellable assignment of all Software, and agreed to by the PARCS Vendor(s) and all other licensors, effective upon expiration or termination of the Developer Agreement between the Developer and the Department, in the substantially the form of Assignment attached hereto and incorporated hereby as **Exhibit 1.0**. Such form of Assignment shall be executed by the parties at the same time as execution of the PARCS Agreement(s) and shall be held in escrow by the Department until such time as the Developer Agreement between the Developer and the Department expires or otherwise terminates at which time such Assignment shall become immediately and automatically effective. Upon the effective date of Assignment, the name of the Department will be substituted throughout the PARCS Agreement in place of the name of the Developer.

The following are the high level goals set by the Department for a new PARCS for the Developer and PARCS Vendor(s). More detailed and specific requirements are defined in the subsequent sections.

Goal 1 – Obtain a new and state-of-the-art PARCS for use at all State Owned/Controlled Parking.

Goal 2 – Provide to the Department complete PARCS access and visibility.

Goal 3 – Provide an effective and user friendly PARCS for the patron.

Goal 4 – Provide a PARCS that is sustainable, upgradeable and scalable to additional facilities for all parking transactions for a minimum of 12 years.

Goal 5 – Provide a well documented PARCS solution both from a design and user perspective to support ongoing use by the Department.

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2.0 PARCS Developer/PARCS Vendor Qualifications

The Developer and/or PARCS subcontractor ("PARCS Vendor") shall meet the minimum standards for the design, configuration, installation and maintenance of the PARCS system as defined below:

- (1) The Developer/PARCS Vendor shall be authorized by the equipment manufacturer(s) and Software provider(s) to configure, install and maintain on an ongoing basis all systems, including without limitation error corrections, updates, and upgrades, associated with the proposed PARCS and provide proof of such with their proposal.
- (2) The Developer/PARCS Vendor shall have demonstrated experience with installing systems similar to the proposed PARCS at similarly-sized facilities. Those systems should include both surface and garage parking facilities. A listing of those projects along with contact information must be submitted with the proposal.
- (3) The Developer/PARCS Vendor shall include information and references regarding past projects describing their capability and experience with the design, modification and maintenance of all Software and systems associated with the proposed PARCS system.
- (4) The Developer/PARCS Vendor shall provide documentation of their experience with designing, installing and maintaining payment card industry (PCI) compliant systems. This documentation shall include details of previous PCI projects similar to PARCS implementation including copies of successful PCI audits and certifications.

3.0 Developer/Vendor Agreement

The Developer shall require that any PARCS Vendor provide a comprehensive agreement for approval by the Department and that such agreement adhere to the following minimum requirements when entering into an agreement with any PARCS Vendor (if different than the Developer). The PARCS Agreement shall be presented to the Department for final review no later than thirty (30) days from notice to proceed to the Developer.

- (1) The Developer must undertake qualifications based selection to evaluate and vet the potential PARCS Vendor(s). The selected PARCS Vendor must demonstrate the financial capacity to not only provide the original system but continue support over the life of the system.
- (2) The Developer must enter into the PARCS Agreement(s) with the PARCS Vendor to provide for all required licenses and permissions to operate the system, including but not limited to Software licenses (for the PARCS Vendor's Software and any third party Software).
- (3) Developer must require the PARCS Agreement(s) with the PARCS Vendor to indemnify and defend the Department against any claims of infringement or violation of intellectual property rights resulting from or related to the Department's use of the PARCS as authorized by the Vendor under the respective agreement and such indemnification shall not subject to any limitation of liability provisions in such PARCS Agreement(s).
- (4) Developer must require the PARCS Agreement(s) with the PARCS Vendor include a confidentiality provision and that the PARCS Vendor shall indemnify and defend the Department against any claims of breach of confidentiality of personal information resulting from Vendor's provision of the system and such indemnification shall not be subject to any limitation of liability provisions in such PARCS Agreement(s).
- (5) If it is determined that additional rights, licenses or permissions are required for operation of the system at any point during the life of the system, the PARCS Vendor must procure those for the Department at no additional cost to the Department.

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Developer must require this provision in the PARCS Agreement(s) with the PARCS Vendor.

- (6) The Developer must enter into the PARCS Agreement(s) with the PARCS Vendor that provide for PARCS performance guarantees as specified in Section 4.8. The PARCS Agreement(s) must impose monetary penalties as specified in Section 4.8.2 on the PARCS Vendor, payable to the State, upon failure to meet its performance guarantees. The PARCS Agreement(s) must also provide that upon repeated violations of the performance guarantees, the Department may terminate at its option the PARCS Agreement and use of the PARCS. In such instance, the PARCS Agreement(s) must require the PARCS Vendor to make the Department whole, and procure and place into operation of a replacement parking garage system for at least the remainder of the life of the (originally installed system) of a minimum of twelve (12) years, at the PARCS Vendor's expense and at no cost to the Department, or provide payment to the Department to procure and place into operation a replacement parking garage system. The replacement system must meet all of the requirements set forth in the original performance criteria.

4.0 PARCS Conceptual Description

The PARCS shall be comprised of various system components encompassing a three-tiered parking system. The term "System Components" shall mean any hardware, Software and/or peripheral including but not limited to lane equipment, servers, workstations, or any device required to meet the functional and operation requirements of the Agreement.

Under this concept the first tier shall include all lane level components and devices. The second tier shall include a facility level server/workstation for facility management and communications with the specific facility lane equipment. The third tier shall be considered the PARCS central computer system ("Central Host") to allow standalone functionality between the individual facility and the Central Host in the event of a communications failure between the two. This will also be significantly important if the Replacement Garage(s) is ultimately located in a geographically different location than the Original Garage site. Additionally there is also the potential that the Department may decide in the future to add additional parking facilities to be managed by the Central Host.

4.1 PARCS Lane Level Requirements

The Developer must provide a PARCS comprised of various hardware and Software components, modules or devices that are tightly integrated into a seamless network environment. Some devices listed below may be combined into a single housing or multi-function operating unit.

Some entry or exit lanes within the System and within a parking lot may be configured differently; however, the devices must be configured so as to allow multiple processing capabilities within the same lane. The functionality of a device in any lane must not be impaired by the operation of another device and the PARCS Software must be capable of identifying, tracking and reporting System activity by individual device as well as by lane.

4.1.1 Lane Modes of Operation

The PARCS shall be required to allow access in and out of the facility(s) utilizing a combination of various technologies and payment methods. The lane modes of operation outlined in this section shall accommodate both public Patron and Employee parking:

- (1) Public Entry Lane

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- (2) Public Exit Lane
- (3) Employee/Permit Only Entry Lane
- (4) Employee/Permit Exit Only Lane

4.1.1.1 Public Entry Lane

The basic function of the public entry lane is to allow the general public entry access into the parking facility. The public entry lane may accommodate a variety of lane modes of operation. Each public entry lane shall be design to accommodate each of the following types of operation:

4.1.1.1.1 Mag Stripe Ticket Issue

The Patron will be issued a magnetically encoded, "credit-card" size and human-readable ticket from a universal magnetic reader upon pressing the appropriate button on the face of the entry lane device. All ticket issuing devices must be initially configured for this type of operation.

The entry lane ticket device must also be capable of being configured by the Department to issue a ticket automatically once vehicle presence is detected by the lane (in the proper sequence).

Once the ticket is removed from by the Patron, the device must issue an "open" command to raise the barrier gate in that lane. Once the vehicle has passed the barrier gate, the gate must close automatically.

Should the vehicle not progress past the barrier gate and safety loop in a configurable period of time, an intercom unit must activate and alert parking operations staff personnel so assistance may be provided. The intercom must similarly activate if the Patron fails to commence a transaction after a configurable period of idle time while present at the entry lane device.

4.1.1.1.2 Radio Frequency Identification (RFID) Proximity Card and Transponder

An RFID proximity card ("prox-card") reader must detect the presence of a prox-card or vehicle mounted transponder which has been presented within the immediate range of the reader. For prox-cards the reader shall be located on the entry lane device within convenient reach of the patron. For transponders the reader shall be located in an overhead or similar elevated fashion to read windshield mounted transponders.

"Anti-passback" refers to a methodology by which the PARCS tracks the location (in or out of facility) of a particular vehicle by determining whether the associated user's prox card or transponder is currently "in" or "out" of the System. The anti-passback feature must be user configurable by the Department to allow transactions to proceed (soft lock) or not allow the transaction to proceed (hard lock) if a rule violation occurs. Any transaction must be deemed to be in sequence if the access media read is noted in the System as being eligible for entry or exit. In the hard lock mode, access media coded as 'in' must not be allowed access and those coded as being 'out' must not be allowed to exit.

Upon verifying the user's account the reader device (or a lane controller) must verify the anti-passback status of the user's access media and if valid, issue an "open" command to the barrier gate. Once the vehicle has exited the lane, the gate must close automatically.

Once the vehicle enters the facility and the barrier gate is lowered an entry transaction must be completed and communicated to the Central Host.

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Should the vehicle not exit the lane in a configurable period of time, an ADA compliant two-way intercom unit on the face of the lane device must activate and alert the operations staff so assistance may be provided. This intercom must similarly activate if the Patron fails to commence a transaction after a configurable period of time while in the lane.

If the reader or access media shall malfunction operations staff will re-direct the user to enter with a ticket or "back out" of the lane.

4.1.1.1.3 Credit Cards (for credit card in/out)

The Patron must insert an approved ISO-compliant credit card into the universal magnetic reader on the entry lane ticket device (the same reader that issues tickets). The entry lane device must only accept the card when the lane device senses the presence of a vehicle (in the proper sequence). In no instance shall a credit card be accepted by the entry lane device when the barrier gate is either stuck in the 'up' or open.

The universal magnetic reader in the entry lane device must read the information on the magnetic stripe and check the validity of the card in real-time. All credit card validity checks must be on-line unless there is a loss of network communications in which case off-line validity checks must suffice until network communications have been reestablished.

Upon positive validation (either on-line or off-line) the entry lane device must issue an "open" command to the barrier gate without issuing a ticket. If the card is deemed to be invalid, then a ticket must be issued.

Once the vehicle exits the lane the gate must close automatically.

In the event that the vehicle does not exit the lane in a configurable period of time, an ADA compliant two-way intercom unit on the entry lane device must activate and alert an attendant so assistance may be provided. This intercom must similarly activate if the Patron fails to commence a transaction after a configurable period of time while in the lane.

If the universal magnetic reader should malfunction the operations staff will re-direct the user to enter with a ticket or "back out" of the lane to reset all devices.

4.1.1.2 Public Exit Lane

The basic function of the public exit lane is to allow the patron to exit the parking facility. In similar fashion the public entry lane, the exit lane may accommodate a variety of lane modes of operation. Each exit lane shall be designed to accommodate each of the lane functionalities described in the entry lane description. In addition the exit lane shall also be capable of operating in an attended or unattended mode.

In attended mode the exit lane shall be equipped with a cashier's terminal. The cashier's terminal shall be used by the lane attendant to accept and process parking payment from patrons. The cashier's terminal shall accept both cash and credit cards as a form of payment. The cashier's terminal shall also be capable of providing a receipt to the patron for their payment. Under attended mode the lane shall still be capable of accepting RFID prox or transponders for vehicle exits as well.

In unattended mode the exit lane shall be capable of processing patron transactions/payments without the need for a cashier. The unattended lane device shall be designed to accommodate

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patron payment/exits by credit card, prox card or transponder. When a credit card is used the lane shall also be capable of providing a receipt to the patron if selected.

In the event of a loss of communication with the Central Host, the exit lane shall still be capable of processing credit card payment while off-line. For Credit Card In/Out transactions, each exit lane shall locally store credit card in transaction data for subsequent off-line processing in the event of communications failure. The exit lane shall be capable of calculating the parking fare based on the locally available entry and exit credit card information.

Once communications is restored the transaction shall be forwarded to the Central Host for credit card clearinghouse processing and posting.

4.1.1.3 Employee/Permit Only Entry/Exit

The basic function of the Employee/Permit Only Lane is to allow the either an employee or permit holder access into and out of the facility. In this mode the lane shall be designed to accommodate only entries and exits using either a prox card or transponder.

4.1.2 Patron Feedback Display

The Developer must provide a Patron Feedback Display (“PFD”) as part of each public entry and public exit lane device. The PFD must be located in a manner which provides effective legibility by the Patron while inside a variety of vehicle types.

The PFD must be visible in all light conditions including direct sunlight.

The PFD must provide information such as but not limited to:

- (1) Lane status;
- (2) Lane mode;
- (3) System time;
- (4) Patron prompt or instruction (i.e. insert ticket, credit card, etc)
- (5) Fare due;
- (6) Change due;

The color and font of visual information provided by the PFD must conform to industry best practices and comply with local, state, federal laws, ordinances, regulations or guidelines. Special consideration must be given to ADA-related guidelines.

A preliminary design of the PFD layout and various screens must be presented during the Preliminary Design Review (“PDR”) meeting for review. Final versions of the PFD layout/screens must be provided as part of the design documents for the system (“System Design Documents”) for the Department’s approval.

PFD mounting locations must also take into account vehicle and employee safety and not present a hazard to persons or vehicles.

The mounting locations for all PFDs are subject to the review and approval of the Department.

4.1.3 Barrier Gates

The Developer must also provide barrier gates in a manner that satisfies the requirements below. The gates provided must strike an appropriate balance between safety (for vehicles and pedestrians) and revenue control.

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Gates must be capable of reporting gate status (gate up, gate down) and vend signals to the lane devices or directly to the Central Host.

The gate housing must be a self supporting structure designed and manufactured to withstand the environmental and operational conditions typically encountered in the New England area.

The gate must be equipped with lane sensors, logic circuitry, and supporting Software or firmware to properly implement the following capabilities:

- (1) The gate arm must raise when a vend signal is received from other lane equipment;
- (2) The gate arm must lower when a vehicle is detected as having passed by and cleared the gate area;
- (3) The gate arm must not lower or if in the process of lowering must reverse direction (“bounce back”) if a vehicle or person is detected in the vicinity of the gate. Any gate with a “bounce back” safety feature must be adjustable so that the gate will only bounce back when striking an object and so that the gate cannot be held in the up position when energized (to reduce the chance of fraud). The bounce back feature must also have the field-programmable capability of being disabled if adjustment is not possible;
- (4) The gate arm must not lower or if in the process of lowering must reverse direction if a vend signal is received from other lane equipment;
- (5) If when the gate arm is being lowered, the arm strikes an obstacle it must reverse direction;
- (6) An in-lane control panel must be provided in the gate housing to lock the gate in the up position or to set automatic operation;
- (7) The gate should be capable of receiving commands from both the local lane device and remotely from an authorized PARCS user (i.e. supervisor). Expected commands must include at a minimum:
 - (a) Gate Up;
 - (b) Gate Down;
 - (c) Lock Up;
 - (d) Lock Down (closed); and
 - (e) Automatic.
- (8) An appropriate system status message must be recorded when a gate status message is effected either through the in-lane control panel or through a remote command.

The Developer must provide technical specifications for the proposed barrier gates, for approval by the Department, in the System Design Document.

4.1.4 Lane signage – Variable Message Display

The Developer must provide an outdoor Variable Message Sign (“VMS”) for each lane (all public Entry and Exit) to display lane use and designation information to the Patron.

Each lane VMS shall be installed and located either directly overhead or immediately adjacent to the lane clearly identifying the proper lane.

Each VMS must be readable from a minimum of 100 feet by vehicles traveling estimated speeds of 25 miles per hour.

VMS lane status signs must convey lane status information messages such as but not limited to:

- (1) Open;

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- (2) Closed;
- (3) Cash;
- (4) Credit Card; and
- (5) Permit.

The PARCS shall also be capable of allowing authorized users to configure alternative messages to display on the VMS.

The VMS must be designed and installed in accordance with any and all applicable ADA compliance standards.

The VMS must be installed over each public exit lane.

The VMS must conform to the Manual on Uniform Traffic Control Devices.

The VMS must accept remote override from an authorized PARCS user.

At a minimum the Developer must provide eight preformatted messages for the VMS signs and the capability to add messages locally as required.

The lane device controller must control the VMS messages based on the current lane mode of operation.

As part of the System Design Document, the Developer must provide to the Department for review and approval the VMS design and the preformatted message text.

4.1.5 Intercom

Each lane, regardless of type shall be equipped with an intercom for both patron and operations staff use. Each intercom station (endpoint) shall communicate directly back to the local facility's management office. For unattended lanes the intercom shall be accessible by the user/patron while seated in their vehicle. For any attended lane there shall also be an intercom available for cashier staff to communicate directly with the management office.

4.2 PARCS Central Host Level Requirements

The Central Host will be an integrated program or group of programs designed to communicate with, control and monitor all PARCS components in real-time. This Central Host will include all communications control Software and components, as well as provide access to and management of the central and distributed active and archival storage devices. The Central Host will continuously interact with all devices whether active or inactive to monitor and report on communications link conditions as well as device status. All field-programmable functions of the individual PARCS devices must be programmable (either globally or individually) utilizing a Central Host interface. All modifications will be stored in a central database that has version control and details regarding each modification.

The Central Host must have Graphical User Interface ("GUI"). This GUI must present all pertinent System information in real time and in an organized fashion in a single or multiple 'Windows' that can be controlled by the individual operator or user. The Central Host must be available to any authorized user from any computer that has been granted access to the PARCS. The main screen of the Central Host must include a facility map that depicts the parking facility(s).

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The Central Host must establish password security levels in compliance with all applicable PCI requirements as described in this document. Access to individual events or functions must be assigned to each security level and locally programmed. PARCS Exception, diagnostic and associated alarms must be displayed (audibly and graphically) on the Central Host interface and must be acknowledged by an authorized PARCS user. The audible alarms may be silenced and all event alarms must be individually programmable. The acknowledgement of any alarm must be recorded within the Central Host database.

All Central Host data must be stored in a method and format that is readily accessible throughout the PARCS communications network. All Central Host data must be formatted to allow modification of the output data (filtering, sorting, indexing, etc.) using standard reporting tools (integrated into the Central Host) without modifying the underlying source data.

Industry standard software packages must be utilized and such software packages must be identified in the Developer's submittal to the greatest extent possible. The Developer's submittal must state the purpose of the Software package, where it must be used, and how it must be used. If one Software package is required to interface with another Software package, the interface must be fully documented in the System Design Document using such items as interface control document(s) describing the interface protocols between systems or subsystems, flowcharts, block diagrams, data dictionaries, etc. Custom Software required by the Department must be supplied with complete documentation and similar supporting documentation. The Developer must provide the Department options and costs for long-term maintenance and upgrades as new releases become available.

All Software modules or functions must be properly documented in the System Design Document. The Developer must provide the Department (in a format approved by the Department) a Data dictionary that textually and graphically details all data fields including their lengths, formats, and descriptions for all Software implemented for the PARCS that collects, organizes, and stores data. A data table map on a CAD-sized drawing showing the hierarchy relationships between the tables and data elements must be submitted to the Department in hard copies and in electronic files as part of the System Design Document. As appropriate, information of this type may also be included in the configuration management section as a part of the Project Plan.

4.2.1 Software License Requirements

In addition to the PARCS Agreement(s), the Developer must provide to the Department (subject to the Department's review, comment, negotiation and approval) all Software licensing agreements for any third party Software packages used for the PARCS, whether the PARCS is provided to the Department by the Developer directly or by the PARCS Vendor. Additionally the Developer shall provide in their proposal a complete listing of third-party software to be provided as part of the PARCS. All such Licensing Agreements must be fully assignable to the Department as contemplated in Section 1.0. The licensing arrangement for the central host Software contained in the PARCS must include an unlimited user site license so that any number of authorized users on the PARCS communications network may access the PARCS functionality at any given time. This unlimited use must not degrade the operations of the PARCS or any workstation computer used to access the Central Host.

Unless otherwise agreed to in writing by the Department, specific to the PARCS Software developed and or tailored by the Developer or the PARCS Vendor (hereafter the "PARCS Provider"), the PARCS Provider shall provide a non exclusive, perpetual, irrevocable license to the Developer (assignable to the Department) for use on the proposed PARCS as well as any future expansion to additional Department parking facilities.

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The PARCS Provider must provide appropriate Software licenses as required for each third-party Software program that has been developed or provided in order to operate the PARCS consistent with the immediately preceding paragraph. All licenses will be assignable to the Department with no third-party references. Unless otherwise agreed to by the Department in writing, a site license must be provided to Department. The PARCS Provider must identify all third-party software and associated licenses in the System Design Documentation for the PARCS for the Department's review and for approval. The Developer will ensure that the PARCS system, all Software and components, and associated licenses, and PARCS Agreement(s) are fully transferable/assignable to the Department without additional fees. All agreements with the PARCS Vendor(s) must be transferred/assigned from the Developer to the Department, prior to the expiration of the Developer's contract with the Department as contemplated in Section 1.0.

Each Proposer must submit in its Proposal a listing of all Software licenses, including without limitation third party Software licenses, required pursuant to its PARCS proposal, as well as any estimated cost for any necessary license renewals and who will bear those costs.

4.2.2 Software Updates/Upgrades and Escrow Requirement

All PARCS Software or firmware applications, programs, modules, or subsystems must be warranted to be free of defects for a period of one year following written Final Acceptance of the PARCS "(Warranty Period)" by the Department. All third party Software must retain full warranty as provided by the Software vendor provided that such warranty shall not be less than one year. The PARCS Provider must maintain the Software (both the Software of the PARCS Provider and third party Software) as part of the PARCS Provider's maintenance support services for the term of the PARCS of at least twelve (12) years, provided that if the Department decides at any point not to renew the maintenance support services by the Developer or PARCS Vendors, the Escrow Agreement shall provide the Department with full access to and use and maintenance of the PARCS. During the Warranty Period and any subsequent maintenance period thereafter, the Department must receive, at no additional cost, any relevant Software updates or upgrades relating to the Central Host and the Software that the PARCS Provider develops, publishes or otherwise makes available for sale. Copies of all Software (and Software updates/upgrades made during the one-year Warranty Period) must be provided to the Department at the conclusion of the Warranty Period. A list of all commercial off-the-shelf Software tools required to fully execute the Software must be provided to the Department in the Maintenance Manual.

If the Developer is the direct provider of the PARCS, then the Developer must execute an escrow agreement prepared by the Developer and acceptable to the Department that commits all Software and all Software updates/upgrades be escrowed with a Department approved escrow agent for a minimum of twelve (12) years, and the Developer must provide the Department with documentation evidencing all actions taken to fulfill this requirement. The Developer is responsible for contracting with an escrow agent acceptable to the Department.

If the Developer engages a PARCS Vendor to provide the PARCS, then the Developer and the PARCS Vendor must execute an escrow agreement prepared by the Developer and acceptable to the Department, that commits all Software and all Software updates/upgrades be escrowed with a Department approved escrow agent for a minimum of twelve (12) years, and the PARCS Vendor must provide the Developer and the Department with documentation evidencing all actions taken to fulfill this requirement. The Developer is responsible for contracting with an escrow agent acceptable to the Department. Upon expiration of the Development Agreement, the escrow agreement will be assigned from the Developer to the Department, and the name of the

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Department will be substituted throughout the escrow agreement in place of the name of the Developer.

The Department shall have the unconditional right to use, update or otherwise modify the above referenced escrow materials in the event the PARCS Provider becomes insolvent or if the PARCS Provider, at the Department's sole discretion, is found to have materially and consistently failed to meet its contractual support obligations through abandonment or non-responsiveness, at the Department's sole discretion. The escrowed materials must include current versions of the Software code (Source code and object code), and the Developer or PARCS Vendor specific compiler(s) and tools, and instructions to fully execute the escrowed Software. The escrowed materials must reflect the Department's PARCS at the time of system acceptance along with all subsequent version updates and upgrades as described in the above sections.

All Software updates shall be provided free of charge during the twelve (12) month Warranty Period; however, the Department shall determine whether the updates will be implemented or not. Additionally the PARCS Provider shall provide Software updates during and throughout any subsequent maintenance term as part of those services to the Department as further discussed below for the life of the PARCS, unless such services are terminated by the Department at its sole option as contemplated herein. All Software updates must be accompanied by accurate and complete documentation, as well as proof that the updates/upgrades have been added to the escrow account as required. When Software upgrades include new functions and processes (enhancements), the PARCS Provider must provide a written evaluation of the upgraded software's impact on the PARCS prior to installation of the upgraded Software. The central server and workstations and related Software must be delivered with the most recent service packs and Software patches unless otherwise specified by the Department and must be updated throughout the Warranty Period unless otherwise specified by the Department. The Developer must provide normal Software improvement releases (updates) when they become available or when delivered to other clients (whichever comes first).

A PARCS update is any Software/hardware fix that is deemed necessary to maintain PARCS performance at its intended level of operation. For example, if a Software bug is found in a PARCS at another PARCS installation and determined that it could adversely affect all PARCS with that version of Software, a fix is developed, included in a Software update package and distributed to all clients. During the initial Warranty Period and the operations and maintenance period, all updates must be included at no cost to the Department.

A PARCS upgrade is a feature or operational enhancement that can be added to the PARCS or a newer Software version that increases the speed and/or efficiency of the PARCS. For example, if a newer version of Oracle is released and the Department wishes to implement this newer version, it would be considered an upgrade and a cost would be associated with this upgrade.

4.2.3 Required Software Modules or Functions

The Central Host must be comprised of a set of modules, subcomponents or functions that will allow it to serve as the hub of all PARCS activity. The Central Host must also provide administrative controls, user management, and access security for all modules.

4.2.3.1 Device Monitoring and Control

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One of the primary purposes of the Central Host is to provide centralized processing and monitoring of all System data. The device monitoring and control module must be the core module of the PARCS Central Host. This module must include all device and component interfaces or drivers necessary at the server or workstation level to provide full device monitoring and control functionality. This module is required to include all necessary user interfaces (such as the Facility Map) that may be required for proper centralized control of the PARCS.

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4.2.3.2 Revenue Tracking and Reconciliation

The revenue tracking and reconciliation module or function can be considered the most important of the Software functionalities. The Developer must clearly detail the method it will use to implement this functionality in the System Design Document. This module must include all revenue tracking functions, as well as rate tables and other such structures. This module must include appropriate server and workstation reporting of all revenue by cashier, device, lane, facility, transaction type and any other parameter addressed in these specifications.

4.2.3.3 Reporting and Analysis

The Central Host must include reporting and analysis functionality that will allow it to generate and store the information necessary to manage and report all parking revenue activities. The reporting and analysis module shall give authorized users access to transaction data as maintained by the System.

4.2.3.4 Account Management

The Central Host must include a module that will provide management reports, invoicing, billing and tracking functionality for designated accounts (the "Account Management Module"). This module shall be fully integrated with the Central Host and the access control module described herein. The Account Management module must include appropriate screens to manage a variety of accounts, as well as generate the reports required to produce and distribute the billing product. The Developer must include a full description of the design and function of the Account Management Module in the System Design Document. The list below is a sample of some of the expected account types and structure that may be accommodated. The Developer will work with the Department during the design phase to establish and finalize the account types.

- (1) Non-Revenue Accounts (employee, Department staff, etc):
- (2) Revenue Accounts: (May have different rates)
 - (a) Standard/regular Parkers;
 - (b) Employee Parking – that does not qualify for non-revenue (may be discounted);
 - (c) Permit Parking;
 - (d) Frequent Parkers (may be discounted based on hours or days used); and
 - (e) Taxi/Limousine/Shuttle.

The Account Management Module must be capable of maintaining and supporting accounts based on the following characteristics:

- (1) Pre-payment accounts (Both individual and Commercial/Fleet)
 - (a) Using either credit card or cash balance to draw-down as the parking system is used.
 - (b) System shall have thresholds for:
 - i. Low account balance replenishment threshold
 - ii. Replenishment amount
 - iii. Account shall be locked out if low balance threshold is reached and not replenished. System shall notify registered account holder if this occurs.
 - (c) System shall support automatic replenishment of credit-card backed accounts.
 - (d) System shall be capable of running detailed reports for monthly activities by vehicle, if multiple vehicles are on the account. These reports shall be available on line.
 - (e) System shall be capable of providing monthly statements either electronically or via mail (paper copy). If customer elects to receive statements by mail, the

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system must be capable of imposing a fee for such service. Fee schedules must be configurable.

(2) For Commercial/Fleet Accounts

- i. Commercial/fleet accounts may allow sub-accounts for different offices, individuals or other subgroups.
- ii. These accounts may also allow access to multiple individuals.

4.2.3.5 Ticket Processing

The Central Host must include functionality to handle all ticket transaction processing for the PARCS. This module must be able to receive and track data from the field devices and generate appropriate transaction and management reports. Additional information concerning the ticket processing function at the server/workstation and device levels is included in the various device descriptions listed below.

4.2.3.6 Credit Card Processing

The Central Host must include a module for credit card processing communications capability to allow it to centrally request transaction approvals. This functionality must include all interfaces and drivers that may be required to interface with the card processing clearinghouse and some functions may actually be conducted using clearinghouse software. The Developer must include a complete detailed description of this functionality including procedures for implementing changes in card processing clearinghouses in the System Design Document.

4.2.3.7 Proximity Card (Prox-card) and RFID Transponder Access Control

This module will include all the Software elements that will allow for Prox-card and RFID transponder processing and management for special purposes such as employee parking, pre - paid public parking and taxi/limousine parking. Some cards may be used as non-revenue. The module will include server-resident 'anti-passback' capability designed to prevent fraud from multiple entries using the same access media. The Developer will include a complete detailed description of this functionality including procedures for managing and billing the various types of card users in the System Design Document.

The prox-card Software module must be capable of sending and receiving appropriate commands to and from the lane devices to confirm gate status and open or close the barrier gate. In mixed mode lanes the prox-card reader must not interfere with the proper operation of other lane devices.

4.2.3.8 Space Count System Monitoring

The Central Host must be capable of controlling either directly or through an integrated application all aspects of a Space Count Subsystem. The status and count values for each parking facility (including individual levels within each facility) must be displayed on the Central Host GUI and updated in real time. Count values may be adjusted or reset through the Central Host. Although this module must have the capability of accepting inputs from other future detectors and devices to track parking availability in areas within a parking facility such devices are not required under these specifications.

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It shall also be acknowledged that the Department and the City of Stamford have entered into an agreement whereby the PARCS may provide parking space count information to external interfaces for other Intelligent Transportation System (ITS) purposes. The Developer shall design the PARCS with this potential interface in mind. As part of the design and documentation process the Developer shall also provide an Interface Control Document (ICD) that provides the required protocols for communicating with and receiving space count information. The ICD shall be provided with the understanding that it may be distributed freely to external entities.

4.2.3.9 Nested Vehicle Access

It should be noted that the Department currently provides queuing space at the current garage structure for taxi queuing at Station Place. With this in mind the PARCS shall have the ability to accommodate a nested area whereby Taxis, with appropriately issued access media, may initially enter the parking facility via public or other entry lane but then also access a specified nested area for taxis only. During the design process the Developer shall work with the Department to establish the physical layout and geometry of the nested area and its ingress and egress points.

4.2.3.10 Pay-On-Foot (POF) Provisions

Although it is not currently required, the Department may elect at a future point in time to accommodate the addition of pay-on-foot ("POF") kiosks. With this future enhancement in mind the Developer shall design the PARCS with the ability to add POF kiosks. The ability of the PARCS to accept the addition of POF machines in the future shall be clearly demonstrated during both the design review and development process.

4.2.3.11 Maintenance Management

The Developer must provide an online-maintenance management system, "Maintenance On-line Management System" ("MOMS"). The MOMS module shall be the primary application for all System maintenance activities, including preventive maintenance, emergency maintenance, real-time monitoring, repair calls, and report generation.

4.3 Field Hardware Devices

4.3.1 New Equipment

All PARCS equipment must be new and of the highest quality and levels of operation to facilitate ease of use, reporting, maintenance, spare parts inventory, and continuity of performance throughout the system. Emphasis should be on using Commercial Off-the-Shelf ("COTS") systems to the greatest extent possible.

4.3.2 Communications

Each major device must have an established network communications path to the Central Host as may be required for proper operation of the device. This communications link will be monitored by a logging system, which will provide for an audit trail for events that occur at the device level (where applicable) and as part of the total PARCS.

4.3.3 Compatibility

All devices must be compatible with each other, as well as with the functional requirements of each successive level of operation, including, but not limited to, the Software requirements of the PARCS for control, reporting and auditing of parking operations.

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Devices must have maximum commonality of electronic components (boards, readers, ticket transports, displays, etc.), so as to maximize efficiencies in spare part inventories.

4.3.4 Environmental

Exterior equipment must be finished in a manner approved by the Department and as documented in the System Design Document. Housings of all exterior installations must be weatherproof and suitable for the conditions prevalent in the New England area.

4.3.5 Accessibility

Access doors and panels must be located in such a manner as to facilitate ease of use and maintenance.

Access to doors and panels must not be blocked from access by any other device or by bollards, guardrails, barriers or other protective devices.

All device power cables and power switches must be secured in such manner as to prevent access by unauthorized personnel.

All power related equipment shall be installed in accordance with any governing codes and or standards.

4.3.6 Monitoring Capabilities

Opening of access doors (either authorized or unauthorized) must generate a MOMS message alert and be communicated to appropriate PARCS users.

All connections, cables, switches and fuses required for lane monitoring must be fully secured in such manner that they are inaccessible to personnel involved in daily operations such as attendants.

4.3.7 Lightning Protection

Each entry or exit lane device must be protected from lightning and transient voltage surges using devices both through power and communication lines in such a manner as befit conditions prevalent in the New England area.

4.3.8 Identification Nomenclature

All device connections including, but not limited to, mechanical, electrical and communication must be identical to the connections on every other device and must be labeled with nomenclature identical to that provided in Developer's System Design Documentation.

4.3.9 Certification

All devices must be Underwriters Laboratory (UL) listed (or approved equivalent) listed and labeled.

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4.3.10 On-Line and Off-line Operations

The lane equipment must have stand-alone capability to operate in an offline mode if communication to the Central Host is interrupted.

All stored information must be uploaded to the Central Host once communications have been re-established. When uploading information, real-time data must take precedence over stored data if a conflict should arise.

All lane equipment will locally store prox card/transponder status, account and other data referenced for transactions to the greatest extent possible. This information must also be kept current by use of frequent database updates.

Each device must be capable of storing up to seven (7) days of transaction data without loss or degradation in performance.

A means of performing a "Data Dump" must be incorporated into each device that locally stores data to transfer that data to portable memory device that can be used to transport that data to the central system for processing. This "Data Dump" process must be detailed in the System Design Document submitted by the Developer and approved by the Department.

4.3.11 Equipment Approval

All equipment appearances, functions, features, and characteristics are subject to the approval of the Department and are to be documented in the System Design Document.

4.4 Networking and Computer Devices

The Developer must design and install an independent PARCS network, comprised of appropriate computing and networking devices, components and interfaces that is robust and able to accommodate the PARCS requirements. The Developer must submit the network design for approval to the Department in the System Design Document.

Detailed descriptions of the network design and its component parts, to include but not limited to descriptive narratives, diagrams, technical specifications, procedures, and operating instructions, must be included by the Developer in the System Design Document for review and approval by the Department.

4.4.1 Computer Rooms

The PARCS Central Host must be located in a secure location on Department property. Further the PARCS Central Host must be located within space that is not co-located with outside (non Department) systems. The Developer will be responsible for PCI compliance for all computer rooms including video monitoring, data recording and retention requirements.

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The Developer must provide the Department, as part of the System Design Document, with all physical and space requirements necessary for proper installation of the servers and associated hardware in the Data Center. This information must include but is not limited to, the number of servers, computer or devices required, the number of networking or communications devices and other such components required, the number of racks or mounting infrastructure required, the number and size of required UPS units, any special electrical or environmental requirements, and the estimated square footage the installation must encompass. Similar information must also be provided for each communication room to be used for data communications.

4.4.2 Servers

The Developer must provide, install, connect, test, and commission PARCS servers or group of servers to function as the Central Host computer for the PARCS. All server installations must include all required peripherals. Where possible and appropriate, the Developer must attempt to minimize the number of redundant server systems operating by having multiple applications residing and operating from common servers.

The servers or group of servers must be capable of processing all System Data and of meeting all other performance requirements as set forth in these specifications. The servers and group of servers must be sized to allow for the PARCS expansion of up to 100% of existing volume in terms of transactions, number of PARCS devices and or number of facilities controlled.

Specific server manufacturer, type, model and design shall be determined at the discretion of the Developer and subject to approval by the Department during the System design process.

The servers must be installed and configured to support a security System in all the servers to prevent unauthorized access (as approved by the Department). The security System must include the latest version of Software certified by the Developer at the time of installation and must provide for multi-processor support and secure server database access.

The Developer must provide, install, configure, commission, and support anti-virus Software that includes the most current virus scan data available at the time of installation. The Software must be able to scan e-mail for viruses and must be configured to run continuously as a background application. The anti-virus Software to be installed must be configurable to receive regular, automatic updates of the virus scan data from the Software supplier or other approved source.

The Developer must provide all hardware and Software required to backup and restore the PARCS System Data and server operating system. The backup hardware, process and system must be provided in detail in the System design process. The Developer must provide written recommended backup procedures and practices in a format acceptable to the Department.

The database storage and memory must be configured in such a manner as to maintain six months of on-line System Data and all summary reports. The Developer must provide a backup/archiving System whereby reports are properly catalogued and allow historical data (any data older than 36 months) to be retrieved, added to new reports, or printed. Management and administration of the backup/archiving shall be the responsibility of the Developer throughout the term of the agreement and any subsequent maintenance term. The backup/archiving system shall reside and operate on Department property. All summary reports for up to seven years must be archived on electronic media. All System Data for the current year and the two previous years (36 months of data) must be available on-line. The term "System Data" includes full details of all events, transactions, complaints, lane closures and all Exception Transactions.

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Detailed System Data must be maintained for 180 days with the balance of the data up to 36 months must be in summary format. The information must be easily retrievable and any required Software must be provided to assist in building and maintaining a report/database of complaint and/or problem incidents.

The PARCS servers must have storage capability for no less than three (3) years of active System Data on hard disk along with Software and other programs required to operate the System.

Any and all data related to the operations, management and maintenance of the PARCS shall reside solely on the Central Host and or any back-up media. No PARCS data shall be shared, stored or otherwise disseminated to any outside or external source unless specifically approved in writing by the Department.

All servers must include a three-year warranty (provided by the manufacturer of the server) that includes same day, on-site service and three years of free telephone support. The Developer must also provide a full, manufacturer's product technical specification for the System servers (in a format to be approved by the Department).

The Developer must provide a written description of the configuration of all PARCS servers and Software (to be approved by the Department) and in a format (also to be approved by the Department) as part of the System Design Document.

4.4.3 Other Computer Equipment

4.4.3.1 Uninterruptible Power Supply

The Developer must supply, install, connect, and configure a UPS for each redundant server to allow a minimum of 90 minutes of uninterrupted operation of the System servers in the event of a power supply failure to one or both. The Developer will have the option of purchasing a single centralized UPS at their discretion, provided that it has 50% excess load capacity. The Developer must recommend the appropriate UPS support requirements to allow the servers to shut down gracefully in the event of power outage.

The System must have the ability to monitor the status of the UPS (time remaining) and report this to the Central Host or MOMS. In the event that line power has not been restored prior to depletion of the UPS battery the System must perform a systematic and orderly shutdown. Prior to shut down the System must also communicate any necessary stored data to the lane devices and other subsystems for standalone operation until power has been restored.

4.4.3.2 Workstations and Printers

The Developer must provide the recommended workstation and printer specifications for the dedicated workstations to be primarily used to monitor and control the System but must also have the capability to run other programs (such as the Microsoft Office suite) in a Windows environment. The Developer, at its discretion must provide an adequate quantity of workstations and printers complete with all required Software and Software licenses.

In addition to the dedicated PARCS workstations, the Department may, at its sole discretion, allow authorized users to access the PARCS through the Department's administrative network using their existing desktop computers and a custom web browser application. The Developer must supply the minimum workstation requirements to allow such capabilities. The Developer must clearly state in the System Design Document and in the configuration management section which

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specifications are for the dedicated PARCS workstations and which specifications are for the existing Department workstations (if the requirements are different).

4.5 Closed Circuit Television (CCTV)

As part of the PARCS deployment the Developer shall also provide a CCTV system to support the facility security operations and management. Although provided under the PARCS the CCTV system shall be a complete stand alone system from the PARCS. The CCTV shall provide at a minimum and adequate review and monitoring station at each (if multiple) facility as well as a centralized location. In the proposal the Developer shall indicate the level of CCTV coverage it plans to provide. The final design and functionality will be subject to review and approval by the Department.

The Developer must specify minimum printer requirements that would allow the Department to efficiently and effectively monitor and control the parking operation. The Developer must provide in the System Design Document the recommended printer specifications and the suggested number of printers required to operate the PARCS. The Developer must also provide the necessary printers (at least one per System workstation) and install such printers as a part of its scope of work

4.6 Reports and Reporting Capabilities

4.6.1 System Reports and Reconciliation

The Developer must provide a comprehensive package of System reports that allows the Department to maximize the utility of all PARCS functionality. The System reports shall assist the Department in the proper monitoring, control, staffing, auditing, planning and development of the PARCS and the parking facilities. All reports provided must be consistent and reflect the reporting accuracy standard contained in these specifications.

These reports must reflect all changes requested by the Department during the sample report submittal process. The Department shall direct the Developer to make any corrections or improvements identified during the installation phase. Final versions of all System reports shall be included in the System Design Document shall be updated to reflect revision numbers.

The Developer must provide a detailed description and presentation of the reconciliation processes required within the PARCS explaining how the System reports will be used to accomplish this critical task. The Developer must provide a step-by-step description of all report balancing and reconciliation activities for approval by the Department. These reconciliation descriptions must include (at a minimum) the procedures for balancing and auditing overall parking operations statistics, transactions, revenue, inventory and space count,. Changes to the reconciliation processes may be requested and provided by the Developer at no additional charge to the Department. The final description of the reconciliation procedures must be included in the System Design Document.

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4.6.2 Reporting Capabilities

The Department requires the ability to view on screen or print all reports or save to a file in a variety of formats (subject to the approval of the Department) including, at a minimum Microsoft™ Excel, PDF and CSV formats. The Department must also have the ability to generate the reports using a comprehensive report menu system that groups reports by function and may be accessed from any workstation on the PARCS network. The reports must be used to access current and historical data and may be set for automatic or on demand generation.

The Developer must provide the Department with the ability to create queries and reports on the PARCS transactional data without jeopardizing the PARCS data integrity. The Department's preference is that all query and reporting functionality must be resident on the PARCS and accessible through the Central Host reporting menu system.

4.6.3 Required System Reports

The following are the minimum required reports to be delivered with the PARCS. The Developer may present alternative reports as long as it has been clearly represented that it meets the intention of the required report as defined below. The Department will at its sole discretion accept or reject an alternative report,

4.6.3.1 Daily Summary Reports

A collection of transaction data (including number and types of transactions, number of tickets issued or collected, number of credit card transactions, revenue collected by lane, shift, tender type, or cashier, etc.) for all activity by lane number or other identifier for a 24 hour period (user defined) presented in a single report.

4.6.3.2 Monthly Summary Reports

Similar in scope and data elements to the Daily Summary Reports, the Monthly Summary Reports aggregates and summarizes all the data from the individual daily reports.

4.6.3.3 Revenue Reconciliation Report

A management report designed to provide all revenue information in a single location so that total revenue collected versus total revenue expected may be reconciled on a daily basis. This report may be run for any period of time (hours, days or months and groups or portions thereof).

4.6.3.4 Ticket or Transaction Reconciliation Report

A report designed to account for all ticket and non-ticket transactions and compare these totals against gate vends and nightly vehicle inventory.

4.6.3.5 Maintenance Log Report

A report derived from the System Journal or Event Log that identifies malfunctions and down time by device and/or lane. This report may include trend analysis.

4.6.3.6 Equipment Downtime Report

A maintenance management report designed to track and correct chronic maintenance problems for specific devices or components. Each lane device and POF device must be listed along with the length of downtime each experienced within a user-settable length of time.

4.6.3.7 Technician Performance Report

A maintenance management report listing all technicians and detailing the number and length of service calls or procedures performed in a given period of time.

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4.6.3.8 System Exception Reports

A management report that summarizes all System exceptions (or filter exceptions by type) reported to the Central Host and written to the System Journal or Event log for review and action by the appropriate party.

4.6.3.9 Lane Activity or Volume Reports

A summary report that indicates lane and device usage on a daily or monthly basis in terms of number of vehicles or transactions processed. The report must highlight usage by time, device and facility.

4.6.3.10 Credit Card Processing or Reconciliation Report

A revenue report designed to allow reconciliation of amounts transmitted to the credit card clearinghouse versus amounts deposited in the Department's revenue accounts (less any applicable transaction or discount fees).

4.6.3.11 Validation Reports

Periodic (daily, weekly, or monthly) revenue reports that list all validations received and fees not collected by validation type or account from field devices, all amounts collected or billable from validation customers by validation account (type and amount).

4.6.3.12 Cashier Shift Reports

A management and revenue report available either at the lane or via the Central Host that provides transaction and revenue totals for each shift worked by an individual cashier or supervisor.

4.6.3.13 Supervisor Shift Report

A summary report that indicates all the lane and cashier activity totals for given supervisor's shift.

4.6.3.14 Cashier Trend Analysis Report

A management report designed to track and identify patterns in cashier productivity by compiling transactions processed by each cashier with special emphasis on Exception Transactions and transaction volume per shift. The report may also be used for corrective training, incentive plans or disciplinary action.

4.6.3.15 Peak Occupancy Reports

A periodic summary report (daily monthly or weekly), this report indicates peak vehicle occupancies by hour for each parking facility area.

4.6.3.16 Duration Reports or Ticket Value Reports

A management report that categorizes all transactions (for a day, week or month) into user-programmable time or ticket value increments with subtotals for each increment. The report must also calculate average (mean) and median ticket prices.

4.6.4 Custom Reports

Besides the standard PARCS reports provided to the Department and described above the Department reserves the right to have the Developer design and implement up to 20 custom reports that shall become a part of the standard reporting package for the PARCS at no additional cost to the Department. The Department envisions additional reports to support new custom modules such a frequent parker program. The Department will strive to define all custom reports after the contract has been awarded for this project but may request these additional reports at any time during the five year period immediately following Final System Acceptance.

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4.7 Required Subsystems

The term "Required Subsystem" as used in this section refers to specific System functionalities that require both significant special purpose Software and hardware components to properly complete required tasks. The Required Subsystems described below also require significant interfaces so they may interact with each other, other software modules or applications, and other field hardware devices or components. Several of the Required Subsystems described below also require significant development by the Developer and are described in general terms so as to allow the Developer discretion in responding to the requirements.

4.7.1 Parking Space Count Subsystem

The Developer must provide and install a Parking Space Count Subsystem designed to accurately and continually collect, store, maintain and report in real-time counts of vehicles, and by derivation, available or occupied parking spaces, within all parking lots. The Developer must provide all application Software and interfaces necessary for full and proper functionality for the subsystem generally, as well as, all subsystem devices and components including but not limited to, any logic controllers or other modules or devices. The Developer must be required to provide count data from entry and Exit Lane Devices only. The Developer must also provide appropriate interfaces to other PARCS subsystems or Software modules as may be necessary for the proper function of the overall PARCS.

The Parking Space Count subsystem shall be fully integrated with the PARCS. The subsystem must include the flexibility to adjust counts of available spaces, adjust count of available spaces to allow for special circumstances such as parking reservations and set closing and reopening thresholds at levels lower than the maximum number of spaces. The Parking Space Count subsystem must also be expandable to the same extent as the overall PARCS having sufficient memory, database and communications capacity to accommodate a 200% expansion of the number of parking lots, levels, spaces and number entry and exit lanes.

The Parking Space Count subsystem must also allow for manual adjustments and override of all functions enumerated herein (and as described in the System Design Document) via any PARCS workstations via an authorized user. The Parking Space Count subsystem information must be included in a Graphical User Interface (GUI) format, available at any PARCS workstation that will act as a facility map and depict the relative location and status of the lots that the PARCS controls. All numerical representations of space occupancy or availability must be displayed on a PARCS GUI so the user can toggle between the actual number and the corresponding percentage of total spaces. The subsystem must automatically control all parking space count signage, automatically adjust all area, level and lot counts, as well as, provide automatic or on-demand reports and any required real-time information to external systems.

The Developer must describe in detail in the System Design Document all relevant Parking Count Space subsystem design features to include but not limited to, all screen layouts relating to the GUI, automatic and manual user functions, all reports and reporting capabilities and all necessary interfaces with other Software modules and Subsystems of the PARCS, as well as all external systems. The Developer must describe in the System Design Document methods to ensure that all counts for all areas and levels are accurate to within 2% of actual vehicle counts and that all counts for facilities are accurate to within 1% of actual vehicle counts in any given 24-hour period. Developer must also provide a detailed account of the appropriate procedures for testing accuracy levels in the Master Test Plan.

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4.7.2 Credit Card Processing Subsystem

The Developer must provide a credit card processing subsystem (the "CCP Subsystem") in compliance with all current Payment Card Industry (PCI) regulations and standards.

All credit card transactions must be conducted, tracked and reported through this subsystem in a secure manner. The subsystem must have the flexibility to allow easy modification and expansion (in terms of lanes, transactions, POS devices, etc.) without additional support from the Developer or the processing clearinghouses. The term "Credit Card" as used herein, shall not be taken to imply a requirement for dedicated personal identification number (PIN) input pads on any field Hardware device.

The Department is currently contracted with a credit card clearinghouse for processing. Pursuant to this credit card clearinghouse processing agreement the Department currently accepts the following credit cards:

- (1) MasterCard;
- (2) Visa;
- (3) American Express; and
- (4) Discover.

The Developer must provide a CCP Subsystem that interfaces directly with the Departments Clearing House for all credit card transactions. The CCP Subsystem must function independently, and may not be inseparable from any one clearinghouse. The Department reserves the right to change credit card processing clearinghouses at its sole discretion. The Developer shall agree to cooperate with the Department shall a change in clearinghouses be required after the installation and warranty periods.

The CCP Subsystem must be capable of performing transactions at the device level in a real-time mode while communications is available. The lane device shall be able to communicate, or send a validation request, via a credit card processing server to the clearinghouse. The clearinghouse shall then perform the validation check and respond back through the server to the lane device with the status.

In the event of loss of communications, either at the device level or between the CCP Subsystem and the clearinghouse, credit card transactions must be capable of off-line (batch) processing so that loss of communications with the processing clearinghouse does not impede the acceptance of credit cards. All credit card transactions during off-line modes shall be subjected to industry standard validity checks (to include blacklist checks) and must be stored in the device until such time as communications with the processing clearinghouse has been restored. The Department shall be given the ability to control which transactions are sent in a batch file when the connection is reestablished, the volume of those transactions, and shall be able to assign priority processing of current transactions.

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The CCP Subsystem must have appropriate controls to secure all credit card data from tampering or misuse. The security controls and procedures must conform to all PCI compliance standards in force at the time of installation. Credit card data shall be stored in a secure, password protected database that allows only authorized users to perform queries and export functions required to research and resolve disputes, charge backs and other issues. Wherever possible, reports, receipts and lists of credit card data must have truncated card numbers and other measures to minimize the chances of fraud.

The Developer must provide complete details of the credit card processing functionality including but not limited to, credit card processing procedures, the security measures taken to safeguard credit card information, details of on-line versus off-line processing, expected transaction accuracy rates, manual corrections or research processes and reporting capabilities. This information must be set forth in the System Design Document and shall be subject to review and approval by the Department.

4.7.2.1 Required Devices (Communications Devices)

The Developer must provide all required special purpose communications devices (such as routers, POS ports, etc.) required to implement the PARCS. The Developer is responsible for determining the devices requirements (in consultation with the processing clearinghouse) and providing device details in the Department approved System Design Document.

4.7.2.2 Payment Card Industry (PCI) Compliance

As credit card processing is expected to be a major element of the PARCS daily operations a great deal of emphasis must be placed on PCI compliance. The Developer is responsible for designing, developing and deploying a PARCS that is fully compliant with any and all applicable PCI security requirements as set forth by the PCI Security Standards Council. All systems, subsystem and or devices that reside or operate within the chain of PCI data gathering, generation, transmission and storage must be 100% PCI compliant at all times.

The Developer is responsible for complying with all applicable PCI standards valid for the year the PARCS is implemented as well as continued compliance with all subsequent PCI standards updates for the duration of the PARCS contract.

The Developer shall conduct annual PCI audits of the PARCS to be conducted by a Qualified Security Assessor ("QSA"). The QSA to be used must be approved by the Department prior to each assessment.

PCI standards and documentation information can be found at the following link: www.pcisecuritystandards.org

4.7.3 Maintenance On-line Management System (MOMS)

As part of the PARCS, a Maintenance On-line Management System (MOMS) must be provided. The MOMS shall serve the purpose and provide the functionality to allow for complete monitoring and control of the entire PARCS. The MOMS shall be the focal point for all PARCS related maintenance activities including routine preventative maintenance, corrective maintenance, real-time monitoring, repair calls and report generation.

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The MOMS subsystem or application must be fully integrated with the PARCS in order to accurately receive system status information on a real-time basis. At a minimum, the MOMS must be capable of providing the following information to its users:

- (1) Current System Status (Lot/Level defined by user);
- (2) Lane Device Operation Status (Open/Closed);
- (3) Failure and/or Malfunction Location;
- (4) Failure and/or Malfunction Description (w/ priority level);
- (5) Spare Inventory Quantity;
- (6) Part/Equipment description (including part/serial no.) (if applicable);
- (7) Record of last maintenance activity for a part entered by maintenance staff;
- (8) Record of last preventative and corrective maintenance activity for a part as entered by maintenance staff; and
- (9) Historical system information/report generation.

4.7.3.1 MOMS Failure/Malfunction Reporting

One of the primary purposes and functions of the MOMS is to automate the process of expediting repair/service calls to technicians. The MOMS must be designed with the ability to generate work orders with little or no human intervention. Work order formats and specifications must be determined during the design process and approved in writing by the Department prior to implementation. The MOMS must allow for the possibility of generating, at a minimum, five different types of work orders. The MOMS must also provide for the capability to build ad-hoc work orders for unusual occurrences of maintenance activities. In addition, a work order must include, but not be limited to, the following information regardless of its format:

- (1) Date/Time of Work Order Generation;
- (2) Date/Time/Location of repair or maintenance call;
- (3) Work Order Number (sequential); and
- (4) Failure or Malfunction description.

The MOMS must also provide the capability to generate blank work orders for repairs or malfunctions not directly reported by the MOMS. Blank work orders must still be generated for the sequential list maintained in MOMS.

The MOMS must allow for the automatic or manually activated paging of technicians once a work order has been generated. The paging method utilized must be described in Developer's Proposal. If the Developer chooses a third party paging service the costs incurred for paging services must clearly identified in the Developer's price proposal.

4.7.3.2 Performance and Status Monitoring - Real Time Display

As part of the MOMS, a performance monitoring application must be provided which will, on a real-time basis, provide information regarding the status of all levels of PARCS equipment and performance. The performance monitoring must be accessible from any Host workstation and also from any plaza computer provided the proper clearance level has been entered. The performance monitoring function must be developed in such a way as to allow the user to select and observe the status and/or performance of several predefined levels of the PARCS.

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In addition to the varying levels of monitoring, the MOMS must allow for the real-time overview of lane activity based on lot selection from an authorized user. At a minimum, the real-time overview function shall provide the following on-screen information:

- (1) Lane Device ID;
- (2) Cashier ID (when applicable);
- (3) Lane status (open/closed, or other mode);
- (4) Previous Vehicle Fare;
- (5) Current Vehicle Fare.

4.7.4 Inventory/Spare Parts Control

The MOMS must have the capability of accessing the inventory and spare parts inventory control database in an automated form. This function must be integrated with the Work Order generation function, which will automatically update and maintain the system and spare parts inventory based on Work Orders and technician input during a work order closeout.

4.7.5 Back Up and Recovery

The System must back up data to a current industry standard tape media and backup/recovery software.

The backup Software must include functionality that allows the user to configure the scheduling of the backups.

The System backup processes must be designed to minimize the potential loss of data.

Backup processes must not interfere with normal operation of the System or running of reports.

Data must be staged and archived at a user-configurable interval to ensure maximum System performance.

The System must allow the archived data to be reloaded on the System for possible future examination, processing, or printing.

Backups must be performed no less than once per day.

The System must store detailed MOMS data for the life of the agreement between the Developer and the Department.

The System must store offline transaction data for a period of one (1) year.

The System must store summarized daily data for a period of five (5) years.

The design and methodology must be represented during the Preliminary Design Review (PDR) meeting and approved with the final System Design Document.

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4.8 System Reliability and Accountability Standards

The Developer must provide the Department with calculations demonstrating that the PARCS and or its subsystems meets availability and reliability performance requirements prior to and during the start-up period. These calculations shall be included in the System Design Document and in the testing procedures required pursuant to this specification.

The PARCS, including all lane, subsystem and interface levels, must achieve a minimum overall System availability of 99.5% during operations following its Final Acceptance.

The PARCS must be designed and implemented to minimize downtime by removing all single points of failure to the greatest extent possible. The PARCS must be designed and implemented to facilitate prompt repair for all failed or degraded PARCS components by providing, to the extent possible modular, Subsystems and devices with field-replaceable components.

4.8.1 Accuracy Standards for Devices and Data

Ticket processing or universal magnetic-stripe reader devices must have a ticket read or card read accuracy rate of 99.999%, assuming all unreadable (mutilated, blank or foreign) tickets and/or damaged cards are excluded.

Fee calculation accuracy for all devices that perform fee calculations must be 100% (assuming complete entry and exit information is available).

Data transfer (data received, validated and accepted by the Central Host from devices or Subsystems) accuracy must be 99.999%.

Transaction count accuracy for each device (transactions processed compared to transactions posted to the Central Host) must be 99.999% for all lane devices.

Exception count accuracy must be 99.999% (exceptions noted at the device compared to exceptions reported to the Central Host).

Revenue amount accuracy must be 99.999% (amounts calculated at the device, and where appropriate posted to a local audit trail, compared to amounts posted to the Central Host).

Revenue reconciliation and data transfer for credit card must also be 99.999% accurate (assuming all source data is complete and communications devices operate nominally).

Parking space counts for any individual parking lot must be no less than 98% accurate. Counts for an entire lot must be 99% accurate provided the System is reset on a nightly basis.

All credit cards must be processed within an average of eight (8) seconds from the time data entry is completed assuming the card presented by the Patron is undamaged and valid and that the overall transaction conforms to the normal sequence of operations for public card-based transactions.

4.8.2 Failure Reporting and Penalties

The PARCS Vendor shall validate compliance to the above accuracy requirements by a sample of vehicles collected during live operations to be used for the verification of multiple accuracies. The PARCS Vendor shall report on a monthly basis the validation results. Performances that fail to

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meet the requirements shall be reviewed, audited, and anomalies investigated by the State. In the event of any failures in performance the PARCS Vendor shall be assessed a 10% penalty against the monthly maintenance cost. This should be represented as a credit on the current months invoice to the State. The 10% penalty shall be above and beyond any verified loss in revenue which shall be directly reimbursable to the State.

4.9 System Design Requirements

The following design considerations must be adhered to during development and design of the PARCS:

4.9.1 New Equipment

Unless otherwise stated, all components, parts, interconnecting cable and other items used in the PARCS must be new and unused. All components and parts must be of the latest, proven state-of-the-art electronic design, used in prior PARCS or comparable applications, wherever possible. All major parts, subassemblies and materials must be available from "second source" suppliers. Any exceptions to the above requirements must be explicitly identified as such in the Developer's Proposal, and Developer shall provide an inventory of these materials.

As part of the Developer's proposal a list or initial bill of materials (BOM) shall be provided including part name, model/serial number, manufacturer and qty. It will be expected that a final BOM will be updated and provided upon issuance of Final System Acceptance.

4.9.2 Quality of Materials

All parts, equipment, and materials being used throughout the PARCS must be industrial grade, durable with demonstrated reliability and must be incorporated into PARCS in such a manner so as to produce a completed product which is acceptable and properly functional in every detail, in accordance with these technical specifications.

4.9.3 Inspection of Materials

All parts, equipment and materials, must be subject to inspection by the Department at reasonable times and places.

The inspection of parts, equipment, or materials at the manufacturer's plant by the Department may be conducted after a one-week notice period. Any such interim inspection must not be construed as final acceptance of any equipment, design, component, subsystem or PARCS. The Department reserves the right to reject any products, parts, equipment or materials which do not meet the requirements of these technical specifications up to the time of written Final System Acceptance, regardless of prior inspections or tests.

4.9.4 Defectiveness and Non-Conformity

In the event that the Department finds parts, equipment, and materials which are not in full compliance with these technical specifications, the Developer must promptly remove such equipment and replace it with equipment which meets the functional requirements in these technical specifications, at the Developer's expense.

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4.9.5 Substitution of Parts

If the Developer chooses to substitute parts or equipment of a type different from that identified in the Proposal, a written request must be submitted to the Department for approval. Written approval of the substitution of parts or equipment must be obtained from the Department before procurement is initiated. In order for the Department to evaluate the requested parts and equipment substitution, full and complete technical documentation and price information must be clearly specified for the parts or equipment requested as a substitute. The Developer will be held responsible for the performance of the parts and/or equipment even if the substitution has been approved by the Department.

4.9.6 Proprietary Items

All components are subject to "second source" availability, except for those items explicitly identified in the Developer's Proposal.

Proprietary items will be considered for acceptance by the Department only under the following conditions:

- (1) The Developer guarantees to make the spare parts and support available to the Department at a price similar to the contract price for the useful life of the PARCS; and
- (2) In the event that the Developer no longer offers available spare and replacement parts and support, the Developer must immediately relinquish all proprietary rights to the PARCS equipment and Subsystems and provide to the Department all drawings and other documentation necessary for the Department to procure parts and/or support from other sources.

4.9.7 System Scalability

The PARCS Central Host shall be designed with the ability to accommodate additional Department controlled parking facilities. The Central Host shall be designed with user configurable parameters to allow the addition or deletion of parking facilities. During the Preliminary and final Design Reviews the Developer shall clearly represent the PARCS ability to accommodate such changes.

4.10 Preliminary Design Review

Within sixty (60) days of the date of the Developer's Notice to Proceed Letter, the Developer must conduct a Preliminary Design Review (PDR) of the proposed PARCS that includes participation by the Department and their designated representatives. The PDR must be a formal presentation to be conducted in the form of a workshop over a one (1) to two (2) day period on-site within the Department offices. A formal submittal of a PDR document is not required; however, the PDR shall be supported by a presentation package such as Microsoft® PowerPoint. An advance copy must be provided five (5) business days prior to the formal presentation for review.

Sections and or topics for the PDR must include, but must not necessarily be limited to, the following:

- (1) Team Organization;
- (2) PARCS Concept and Methodology;
- (3) PARCS Program Schedule;
- (4) Overall System Architecture;
- (5) Requirements for each System or sub-system;
- (6) Assurance of PCI Compliance
- (7) Installation Overview, including but not limited to:

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- (a) Developer identified modifications to existing entry/exit lanes and dimensions of new entry/exit islands;
 - (b) Developer identified modifications to existing parking cashier booths;
 - (c) Data communications and power requirements ;
 - (d) Requirements to access other areas or facilities to complete necessary work;
 - (e) Computer and networking requirements and coordination with Department's staff;
 - (f) Location and requirements for VMS signal control at entry and exit lanes;
 - (g) Relevant product cut-sheets not provided with the Developer's Proposal;
 - (h) Temporary power and back-up generator requirements and arrangements; and
 - (i) Outage notification plans and programs.
- (8) Assess design issues and associated risk; and
- (9) Risk Mitigation.

In addition, the Developer must address and show compliance with quality assurance, reliability, and maintainability requirements, Software development and other System requirements.

Hardware concept drawings and preliminary level engineering specifications must be submitted during this review.

The Developer must summarize its input along with any related Department comments and provide a written document memorializing the meeting.

4.11 System Design Document

Following the PDR, the Developer must provide a System Design Document consisting of Software design, hardware design, Systems Requirement Compliance Matrix and Bill of Materials.

Prior to submitting the draft System Design Document, the Developer must first prepare a detailed document outline. The System Design Document outline must include four sub-levels of detail and a brief description of the information included in each section. At the Department's discretion, the Developer and the Department must meet to discuss the Department's comments on the System Design Document outline and revise the outline accordingly to meet the Department's requirements for detail. The detailed outline must be submitted to the Department for review and approval.

The System Design Document must include a description of the System and its constraints, as well as the conceptual design for the overall System and subsystems including Software, hardware, equipment, and communications.

The Developer must provide a functional narrative of the System and subsystem block diagrams, data flow diagrams, data structure diagrams, schematics, report layouts, graphic user interfaces, and any other graphic illustrations to demonstrate the technical adequacy of the System design approach and compliance for System Hardware and Software with quality assurance, reliability, maintainability, Software development, and other requirements set forth these technical specifications.

The System Design Document must include at least the following information:

- (1) Description of the System and constraints;
- (2) Functional Specifications for the System and the sub-systems;
- (3) Discussion of any design variants and selection of design;
- (4) Block diagrams for the System and sub-systems;
- (5) Descriptions of the System and sub-systems;

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- (6) Listing of reports;
- (7) Representation of Auditability;
- (8) Representation of PCI Compliance;
- (9) User task flow;
- (10) User interfaces;
- (11) Interfaces for all Host modules;
- (12) Interfaces to any external sources;
- (13) Hardware and equipment design;
- (14) Redundancy;
- (15) Communication network design; and
- (16) Assessment of risks and risk mitigation strategies.

The Developer is responsible for ensuring that the System Design Document includes the level of technical detail necessary to enable the Developers to code and build a System that meets the specifications set forth herein. The System Design Document must be written and provided in a format and structure which allow for efficient and effective understanding of the PARCS design. The System Design Document must clearly present that all Performance Criteria and other requirements of the Development Agreement will be met. The final System Design Document must be approved by the Department.

The Developer must deliver three (3) versions of the System Design Document including a Draft, Final, and As-built. The Developer must ensure that all submitted documents have been subject to internal editorial review and are professionally presented and substantially free of grammatical, formatting and content errors. An abundance of such errors may result in the Department's rejection of the submittal. The Developer must formally submit each version of the System Design Document to the Department, interim, electronic, or piecemeal submittals will not be accepted.

The Department will review and comment on each System Design Document submittal within the time frame set in these technical specifications. The Developer is required to respond to each comment, either to state what System changes will be made or to state that no changes will be made. If no changes are to be made, the Developer shall state the reason for this decision.

The Department may choose to reject, in whole or in part, a document submittal if it is noncompliant with the Department's requirements. Rejection of a submittal by the Department does not release the Developer from its duty to respond to the Department's comments.

Comment resolution meetings will be held with the Department and the Developer to review the draft and draft final System Design Document. The Developer may not resubmit the document until the comment resolution meeting has been held.

The System Design Document will be used as the baseline document to determine if the System as delivered meets the technical specifications and related contract documents.

4.12 Installation and Testing

With the issuance of Factory Acceptance Test approval by the Department, the Developer may be authorized to immediately commence shipment of the PARCS equipment to the site to begin the installation phase (Phase II).

No actual equipment installation activity will be allowed to take place on site until Factory Acceptance Test approval has been obtained. However, if any conduit installation or other minor physical modifications are required, these may be performed prior to approval of the Factory

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Acceptance Test. Any pre-Factory Acceptance Test approval installation activity must be approved, in writing, by the Department.

Plans for any civil works related to the PARCS installation must be submitted to the Department for review and approval. Actual installation will be inspected by, and subject to the approval of the Department.

Installation of the PARCS equipment must be performed by trained personnel who are familiar with all aspects of the PARCS.

During the installation phase of the project, the Developer must provide a full time on-site Project Manager and or Installation Manager conveniently located and accessible to the Department. During phases other than the installation phases, the Developer's Project Manager must be readily accessible via telephone and/or pager. In addition, the Developer's Project Manager must report to the site within 24 hour notification from the Department.

In the event that any structure is damaged or loss of PARCS functionality (including existing PARCS) occurs due to the Developer's activities, such damage must be repaired immediately at the Developer's expense and to the satisfaction of the Department.

4.13 Installation and Transition Plan

The Developer shall develop (or require the PARCS Vendor to develop) a detailed PARCS Installation and Transition Plan containing an Implementation Schedule for the entire Project. The Installation and Transition Plan shall be a comprehensive document for all elements of related to the deployment of a new PARCS beginning with initial design efforts, testing, installation, and transition to the new PARCS. The Installation and Transition Plan shall include and define, at a minimum, the following items:

- (1) The installation schedule, detailing phases and/or installation segments. Once the baseline schedule is approved by the Department updates during the installation periods identifying all schedule changes and work progress in the form of percentage completions shall be submitted to the Department.
- (2) Details on the transition plan from the legacy PARCS to the new PARCS including decommissioning of lane and systems, installation, test and commissioning of new PARCS components.
- (3) Transition of existing customer account (permit holders) information and distribution of new access media.
- (4) How the Developer shall address equipment and component replacement and expected life cycle over the initial three (3) year term and also the three (3) – three (3) year optional extensions.
- (5) How the Developer plans to manage delivery, staging and installation of lane equipment and the Host to be installed.
- (6) The order in which equipment items are to be installed with estimated durations.
- (7) Any required prerequisite activities to be accomplished by contractors that may have any involvement or impact to the successful installation and deployment of the PARCS.
- (8) The coordination between third party contractors, including the civil contractor(s).
- (9) Any special or unique installation requirements.

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- (10) A detailed component list and how each item version number and serial number shall be recorded and accurately input to the MOMS for each installation configuration.
- (11) Organization Chart defining key personnel, roles and responsibilities and contact information.

4.14 PARCS Project Implementation Schedule

Within 20 days after Notice to Proceed, the Developer must develop and submit a detailed Critical Path Method (“CPM”) project schedule (the “Project Schedule”) to the Department. The Project Schedule must be submitted and maintained using Microsoft Project 2007 or a later version of Microsoft Project.

The Project Schedule shall include, but is not limited to, an outline of the tasks that will be completed to satisfy all requirements contained in these Performance Criteria, as well as the names and responsibilities of all key participants involved in each task. The Project Schedule shall include completion dates for each task or subtask. Tasks having shared responsibilities that may be outside of the Developer’s direct control must be included in the Project Schedule. The Department may assist the Developer in obtaining the necessary information.

The Project Schedule must be organized by phase or sub-phase and must include milestones (action and date) for each facility (if multiple) and a level of detail to the individual lane in each facility. If the Developer requests to implement phases or sub-phases concurrently, the Developer must provide for separate tracking (at the lane level) for the multiple tasks in process.

An updated project schedule shall be submitted by the 10th of each month. Additionally, the Project Schedule shall be updated and submitted on a bi-weekly basis during the installation phase.

The Developer shall inform the Department of significant foreseeable changes to the Project Schedule at least two weeks before the expected event is to take place. Unforeseen conditions shall be reported immediately upon discovery. In the event of such a delay due to unforeseen circumstances the Project Manager is be responsible for identifying and proposing methods to mitigate the impact on the Project Schedule (or to expedite the Project Schedule) and for making appropriate changes to the Project Schedule, as approved by the Department.

The Project Manager must also be responsible for communicating any Project Schedule changes (through channels or methods approved by the Department) to all parties that may be impacted by the change.

4.15 Project Phases

The PARCS will proceed in five distinct phases. System design, implementation and testing shall occur in Phases I-III. Warranty and maintenance support shall occur in Phase IV and Phase V.

Phase I - Design, Development, and Factory Acceptance Test - This phase includes the design, development, fabrication and pretest of components of the entire PARCS up to and including successful conduct of a full and detailed Factory Acceptance Test of all PARCS equipment, subsystems or modules in accordance with a preapproved test plan. This test must be performed by the Developer under the supervision of the Department, or its designee.

Phase II - Installation, Testing and Approval - Field equipment installation, including on-site Developer testing and debugging, conduct of a full and detailed System Acceptance Test

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culminating in Final System Approval for use of the complete system with all components integrated for PARCS revenue collection and operation.

Phase III - Performance Evaluation and Acceptance - Performance evaluation period of ninety (90) days of actual operation during which time a full and detailed Extended Operations Test will be conducted. Any problems detected must be corrected by the Developer. This phase also requires full system warranty support and maintenance by the Developer.

Phase IV - Warranty Period - Provision of full maintenance and system support by the Developer during a Warranty Period extending twelve months after issuance of Final System Acceptance. During this phase the Developer must correct any system or system-related problems.

Phase V – Operations and Maintenance Period (“O&M Period”) – For a minimum of three years or for the period agreed in the Development Agreement, the Developer will provide warranty and full maintenance system support of the PARCS. During this phase, the Developer must ensure the proper and timely maintenance of and repairs to the PARCS. In addition, the Developer will include in any agreement with the PARCS Vendor the option for the Department to contract directly with the PARCS Vendor for any period after the original O&M Period.

The following completion deadlines are required for each major phase of the work:

Each of the Project Phases listed below in **Table 1- Project Phase Completion** shall be considered project milestones. The Developer shall submit with their Proposal the proposed completion schedule for each of the milestone Phases listed in Table 1.

Table 1– Project Phase Completion

PROJECT PHASE	COMPLETION INDICATOR:
Phase I – Design, Development, and Factory Acceptance Testing (FAT)	Successful completion of FAT
Phase II – Installation, Testing, and Approval of System Acceptance Testing (SAT)	Successful completion of SAT
Phase III – Performance Evaluation, Final System Acceptance and As-built Documents	Issuance of Final System Acceptance
Phase IV – Warranty Period	12 Months from Final System Acceptance (Begins upon Final System Acceptance)
Phase V – Operations and Maintenance Period (initial 3 years and up to an additional two (2) subsequent renewal terms, each three (3) years in duration)	36 Months from Phase IV completion (initial period only)

The PARCS must be ready for full use and revenue service not later than the date as dictated by completion of the Phase II Milestone. If problems are detected during the data analysis and performance evaluation period, and the equipment is not operating in accordance with these specifications, the Department shall be notified in writing immediately. Problems or defects must be promptly resolved by the Developer. Final System Approval and /or Acceptance will not be granted by the Department until the PARCS performs satisfactorily.

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4.15.1 Phase I – Design, Development and Factory Acceptance Test

Upon Notice to Proceed (NTP), the Development Agreement will be executed by the parties and thereafter a project kick-off meeting will be held within fifteen (15) days of the NTP. At this meeting, all appropriate lines of communication for both oral and written correspondence shall be established. Appropriate methods for documenting meetings, telephone conversations and other communications shall also be defined.

A plan for civil works including detailed description of any required conduit, civil or structural modifications to the 2004 Garage must be submitted to the Department within the time period specified in **Table 2 – Project Submittal Schedule**

Work during this phase must include all system design, Software development, fabrication, shop testing, Software testing, and Software documentation culminating in a full Factory Acceptance Test. Periodically throughout this Phase, Department representatives may visit the Developer's facility in order to inspect work in progress and may occasionally request reasonable demonstrations of the PARCS equipment and subsystems. The Department will give reasonable advance notice prior to factory visits. At such time as the Developer has completed all development and fabrication of the PARCS, including detailed internal testing, the Developer must provide written notice to the Department requesting the scheduling of a full Factory Acceptance Test.

The Developer must provide test scripts for the review and approval of the Department no later than 45 days prior to the scheduled date of the Factory Acceptance Test. The Developer must provide written results and evidence of their own testing prior to the Factory Acceptance Test. If the proposed test scripts have been approved and, if after reviewing the evidence of the Developer's internal testing of the PARCS the Department agrees that the Developer has sufficiently tested at the factory level, a Factory Acceptance Test can be performed.

The Factory Acceptance Test must involve testing of all subsystems to be installed as part of the PARCS. All components must be fully fabricated and integrated, ready for installation at the time of the Factory Acceptance Test. At least one complete subsystem of each category must be installed at the Developer's site for the purpose of this Factory Acceptance Test, including but not limited to:

- (1) One Entry Lane Device including all peripheral devices and functionality;
- (2) One Exit Lane Device including all peripheral devices and functionality;
- (3) Space Count– Representation of functionality via the Central Host GUI;
- (4) The Central Host System with fully configured computer system including all Software, and representation of Supervisor Workstation, Cashier Workstation, and or Cash Count Workstation;

If, in the judgment of the Department, the Factory Acceptance Test indicates that the PARCS hardware and Software appear to be functioning satisfactorily in accordance with a predefined test plan and all functional and technical requirements, the Department must issue written approval of the Factory Acceptance Test. Factory Acceptance Test approval must indicate that the Developer may proceed to Phase II or the project.

Approval of the Factory Acceptance Test in no way reduces or eliminates the Developer's full responsibility to resolve any problems and make the PARCS work in full conformance with the requirements of these technical specifications. Nor does it limit the rights of the Department to bring problems to the attention of the Developer at a later time.

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4.15.2 Phase II – Installation, Testing and Approval

With the issuance of Factory Acceptance Test approval by the Department, the Developer may be authorized to immediately begin Phase II. No actual equipment installation activity must take place on site until Factory Acceptance Test approval has been obtained. However, if any conduit installation or other minor physical modifications to the lanes/lots are required, these may be performed prior to approval of the Factory Acceptance Test. Any pre-Factory Acceptance Test installation activity must be approved, in writing, by the Department.

Plans for civil works must be submitted to the Department for review and approval. Actual installation will be inspected by, and subject to the approval of the Department.

Installation of the PARCS equipment must be performed by trained personnel who are familiar with all aspects of the PARCS. During the installation phase of the project, the Developer must provide a full time on-site Project Manager and or Installation Manager conveniently located and accessible to the Department. During phases other than the installation phases, the Project Manager must be readily accessible via telephone and/or pager. In addition, the Project Manager must report to the site within 24 hour notification from the Department.

In the event that any structure is damaged due to the Developer's activities, such damage must be repaired immediately at the Developer's expense and to the satisfaction of the Department.

The Developer must make its own arrangement for power, water and waste at the work site.

The Developer, under the supervision of the Department, must perform System Acceptance Testing (SAT). SAT is testing performed at the time of system installation. This SAT shall include individual lane equipment, Space Count, communication networks and any other reasonable test that may be required to verify full end-to-end functioning of the PARCS in a controlled testing environment.

If, in the judgment of the Department, the SAT indicates that the PARCS hardware and Software appear to be functioning satisfactorily in accordance with a predefined test plan and all technical performance requirements are satisfied, the Department will issue written approval of the SAT.

Approval of the SAT in no way relieves the Developer of full responsibility to resolve any problems and make the PARCS work in full conformance with the requirements of these technical specifications. Nor does it limit the rights of the Department to bring problems to the attention of the Developer at a later time.

The conclusion of Phase II shall be signified by the completion of installation and testing of the new PARCS equipment and the completion of site verification and submission and approval of a SAT report.

4.15.3 Phase III – Performance Evaluation, Final System Acceptance and As-Built Documentation

Phase III will begin after the conclusion of Phase II. During Phase III, a three-month period (defined as 90 days) of observation and evaluation of the new PARCS under actual use must take place and the Developer must perform the Extended Operational Test (EOT). The Developer is required to fully support and maintain the PARCS during this Phase. Any problems detected during the monitoring of the PARCS during Phase III shall be immediately brought to the attention

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of the Developer for resolution. At the conclusion of this evaluation period, if the System is considered to be operating fully in compliance with the requirements set forth herein and in the contract entered in to between the Developer and the Department, the Department shall provide the Developer with written notice of Final System Approval.

Starting at the beginning of Phase II and continuing through the end of Phase III, the Developer must provide a full time manager on-site to advise and assist the Department in start-up and initial operation of the PARCS.

The Developer, under the supervision of the Department, must perform the Extended Operations Test. This testing shall include system and subsystem availability, as well as individual lane equipment, Space Count, communication networks and any other reasonable test that may be required to verify full end-to-end functioning of the PARCS under live operating conditions.

If, in the judgment of the Department, the Extended Operations Test indicates that the PARCS hardware and Software appear to be functioning satisfactorily in accordance with a predefined test plan and all technical performance requirements are satisfied, the Department shall issue written approval of the Extended Operations Test.

This Approval of the Extended Operations Test shall in no way reduce or eliminate the Developer's full responsibility to resolve any problems and make the PARCS work in full conformance with the requirements of this Contract. Nor shall it limit the rights of the Department to bring problems to the attention of the Developer at a later time.

Approval of the Extended Operations Test shall indicate Final System Acceptance and the beginning of the Phase IV Warranty Period. Acceptance of the Garage shall also be contingent on the Final Acceptance of the PARCS. Until the PARCS has been issued Final Acceptance the Garage structure shall not receive final approval.

Additionally, as a condition of Final System Acceptance, final documentation of the final built condition, "As-Built Documentation", must be completed and submitted for review and approval.

The Developer must provide two (2) complete sets of As-Built Documentation for the PARCS. The set of As-Built Documentation shall include, but not be limited to, all schematics, logic diagrams, layouts, wiring diagrams, assembly drawings, detail drawings for mechanical parts designed or modified for the PARCS, including installation details so as to provide a complete record of the As-Built status of the PARCS. The As-Built Documentation shall be provided in hard copy and electronically in CAD and PDF format.

Drawings contained in standard catalogues and manuals for unmodified commercial products do not have to be reproduced as part of the As-Built drawing set. All revisions to standard commercial assemblies or components of the toll system shall be included in the As-Built drawings.

The set of As-Built drawings shall consist of a title sheet, an index sheet and the various As-Built drawings. The index sheets shall include a listing of all drawings with headings for Drawing Number, Drawing Title, and the type of drawing, such as assembly, schematic, material list, wiring diagram, wire list, or similar categories.

4.15.4 Phase IV – Warranty Period

The Warranty Period commences with the granting of Final System Acceptance, and shall continue for twelve months.

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All provisions, as set forth in maintenance provisions of these specifications shall be in effect throughout the Warranty Period. During this period, the Developer must supply adequate maintenance personnel to meet response requirements as set forth in these Technical Specifications, spare parts and factory support to ensure the system remains fully operational in accordance with system performance requirements and problems are corrected within the repair/replacement times indicated.

4.15.5 Phase V – Operations and Maintenance Period

Following the completion of the Phase IV – Warranty Period the Developer shall continue to maintain and support the PARCS for an initial term of three (3) years (the “Initial Maintenance Term”). At the Department’s option with at least sixty (60) days written notice prior to the end of the Initial Maintenance Term or a subsequent renewal term, the term of the Operations and Maintenance Period shall renew for an additional subsequent three (3) year renewal term(s) for up to three (3) subsequent renewal terms. In the event that it is determined by the Department that the Developer will not maintain and support the PARCS after the Initial Maintenance Term or a subsequent renewal term, the support/maintenance agreement between PARCS Vendor and Developer shall assign to Department in accordance with Section 1.0. Under the Phase V the Developer shall maintain the PARCS in accordance with the same provisions as set forth in the Phase IV requirements.

4.15.6 Document Submittal Schedule

The Developer will submit with their Proposal the proposed completion schedule for each of the project submittal documents listed in Table 2 – Project Submittal Schedule below.

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Schedule Table 2 – Project Submittal Schedule

SUBMITTAL	DUE DATE
PARCS Project Schedule	20 Days from NTP
Conduit and Plaza Modifications Plan	45 Days Prior to Phase II Start
Shop Drawing Documents	45 Days Prior to Phase II Start
Sample Reports	30 Days After FAT
Installation Plan	60 Days Prior to Phase II Start
Factory Acceptance Test Plan and Scripts	45 Days Prior to FAT
Draft System Design Document	Developer Driven
System Acceptance Test Plan and Scripts	45 Days Prior to System Acceptance Test
Wiring Diagrams	45 Days Prior to Phase II Start
Training Plan	60 Days Prior to Start of Training
Maintenance Plan	30 Days Prior to Phase II Start
Preventive Maintenance Schedule	30 Days Prior to Phase III Start
Maintenance Personnel/Spare Parts List	60 Days Prior to Phase III Start
Extended Operations Test (EOT) Plan and Scripts	45 Days Prior to EOT
Administration User's Manual	45 Days before Supervisor Training
Auditor's Workstation Manual	45 Days before Auditor's Training
Cashier and Supervisor Manuals	45 Days before Cashier/Supervisor Training
Final Software Documentation	30 Days after Phase III Approval
Final As-Built Drawings	30 Days after System Acceptance
Maintenance Service Manual	30 Days before Phase III Start

Each submittal must be submitted in both electronic copy and printed copy. Printed copies shall be submitted in duplicate unless otherwise noted in these specifications.

4.15.7 Equipment Delivery and Storage

The Developer must not ship and/or deliver any PARCS components without the prior written approval of the Department. The Department, at its sole discretion, may require the Developer to demonstrate the efficacy of the proposed System by means of a limited factory test. This test must be conducted in accordance with the testing requirements and performance standards contained in these technical specifications. Neither the Department nor its agent(s) will accept delivery of any System components until such time as the particular component has been finally accepted in accordance with the provisions of the appropriate section below. The Developer is solely responsible for the care, custody and control of all System components, installed or otherwise, until such time as substantial completion for each phase has been achieved.

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The Developer is responsible for securing long-term storage unless the Department determines it is the best interest of the Department to provide such storage. For those items that must be installed immediately upon delivery, shipment directly to the work site is acceptable but all other equipment must be delivered to the authorized storage site. The Developer shall coordinate with the Department an acceptable arrangement for short-term storage of items at the Department. The Department will make reasonable efforts to provide suitable temporary storage or staging space that may be reasonably required, for the System components required by these specifications and the Developer's System Design Documentation.

4.15.8 Removal and Disposal of Existing Equipment & Components

4.15.8.1 Removal

The Developer is responsible for removal of all existing PARCS field devices (including the 2004 Garage) and subsystem components that are uninstalled and no longer used for processing parking transactions. Unless otherwise directed by the Department, the Developer shall also remove any temporary equipment installations and ancillary installed elements (signs, barricades, etc.) that may be required for safety, security or Patron information, in order to comply with the provisions of these specifications and the Developer's system design.

The Developer is responsible for providing all required documentation regarding the disposal of equipment that is marked as Department assets.

The Department will provide final guidance on items (such as inductive loops) that may be abandoned in place. All areas where items have been removed must be restored to their original condition (by way of patching, painting, or other measures) or to a condition suitable for safe use by the public and befitting the appearance standards of the Department. The Department will provide additional guidance and shall be the final authority on the acceptance of such restoration actions.

4.15.8.2 Disposal

The Developer shall dispose of all removed PARCS field devices or subsystem components in a manner that conforms with applicable federal, state, or local law, regulations, ordinances and guidelines concerning safety, the environment or other such applicable provisions. No disposal actions shall be taken without the prior notification (at least three business days prior) of the Department.

The Developer is responsible for identifying, clearly marking and otherwise render safe any hazardous materials that may require special disposal procedures. Should off-site disposal of hazardous materials be required, the Developer must propose the appropriate method of disposal for review by Department, as well as, other officials. The Department, in coordination with appropriate agencies, shall make a final determination and shall instruct the Developer the manner of disposal. Such specialized disposal procedures shall be deemed additional work and the Department shall make the final determination on whether the item or items are disposed by the Developer, or by another party.

During the transition period and while the existing System is still operational the Developer must ensure that any removal or disposal actions recommended or taken do not adversely impact the proper operation of the existing System.

Specific to the disposal and decommissioning of any legacy PARCS equipment that contains any data, the data shall be retained and turned over to the Department unless otherwise directed.

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Under no circumstances shall the Developer, intentionally or unintentionally, distribute, release or disseminate current PARCS data without the specific written consent of the Department.

4.15.9 Installation Requirements

All components installed in exterior locations must be contained in housings appropriate for operation in environmental conditions common in the New England area. Components installed in or on cashier booths or other interior/exterior locations must also be suitably protected for operation in these structures. Environmentally sensitive electronic equipment, such as System servers, designed to operate in conditioned spaces must be placed in appropriate facilities provided by the Department.

The Developer is responsible for any additional conditioned areas other than those provided by the Department and is responsible for any environmental control measures that may be required within individual device housing (heaters, thermostats, air conditioners, dehumidifiers, etc.).

The Developer is solely responsible for the security of all equipment installed or stored on Department property during the installation, configuration, testing and warranty periods. The Developer must replace all equipment, at no additional cost to the Department that has been deemed by the Department to be damaged by vandalism, improper handling or any other cause. The Developer may propose remedial action for minor damage (such as paint scratches or chips) to the external appearance (having no effect on functionality) and the Department may approve such action if deemed appropriate. In all cases, any remedial or reconditioning actions taken must bring the equipment or component back to a condition suitable for new, first quality equipment.

All cabling installations between the PARCS ("System") devices must conform to the manufacturers' recommendations, these technical specifications and the appropriate Department standard for the given cable type (fiber optic or copper). Appropriate conduit and inner duct must also be provided by the Developer for each cable run. The Developer shall conduct any required cable certification testing and submit test reports to the Department in an appropriate format. The type of cable or wire used must depend on the total linear distance of the cable or wire run based on Department standards.

4.15.9.1 Equipment Mounting

All equipment must be mounted by the Developer in a safe and effective manner within appropriate housings or protective coverings as described in the Developer's System Design Document deliverable to be approved by the Department. The housing or protective devices must be secured in a manner that conforms to applicable code requirements, industry best practices and Department standards. All device or component housings, junction boxes, pull boxes and cabling cabinets must include locking doors designed to protect the device or cabling from the elements, tampering or other damage. Protective devices such as bulwarks or bollards must be placed in a manner that does not impede proper access to device components.

Cables and wiring must be neatly dressed with appropriate service loops inside the device housing or cabling enclosure in a manner that allows easy recognition of component markings, does not impede the function of components, or unduly restrict airflow within the housing or cabinet. Where multiple components are contained within the same housing or cabinet the Developer must provide shelving or preferably sliding trays to ensure proper access to the components. To the extent possible, all housing and cabinets for similar devices or components must be configured, cabled and identified in an identical standardized manner.

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All communications data and electrical power connections must conform to the appropriate national, professional, local and Department standards or codes. All device connections including, but not limited to, mechanical, electrical and communication must be uniform throughout the PARCS. All connections must be labeled with nomenclature identical to that provided with the Developer's System Design Documentation and in compliance with Department standards. Surge and lighting protection must also be provided by the Developer for all sensitive systems, components and/or devices in compliance with Department standards.

4.15.9.2 Equipment and Cabling Identification

All cabling, components, and cabinets must be permanently identified in a manner that allows for easy recognition and servicing.

Markings must be permanent and easily legible with the unaided eye from a distance appropriate for the installation, inspection or servicing activities. Markings must not deteriorate with age, exposure to light, or from normal handling by maintenance personnel. The markings on the cables, switches, panels, termination blocks and connectors must conform to the appropriate Department standard for the particular cable type or transmission requirement. In all cases safety is paramount and the Developer is responsible for identifying and recommending to the Department any deviation from the appropriate standards that would enhance the safety of individuals or property both during and after installation.

4.15.9.3 Establishment of Patron Data

As part of the installation process the Developer shall also be responsible for the transition of current patron account data (permit holders) to the new PARCS. The Developer may approach this effort at its own discretion by using manual data entry or an automated data migration process. In either case the Developer must represent and validate that all patron data has been successfully established within the new PARCS. Such patron account data shall be considered confidential information of the Department and the Developer and any PARCS Vendor shall agree to protect such information from disclosure.

4.15.10 System Testing

The Developer must submit a master test plan (the "Master Test Plan"). The Master Test Plan must demonstrate the methods that must be employed to verify that all hardware, Software, firmware components and associated documentation are installed or delivered in accordance with the requirements of these specifications and the instructions of the Department.

The Master Test Plan must include detailed test descriptions for each type of test to be conducted in during each phase of the project. Such narrative descriptions must include appropriate cross-references to these specifications that allows the Department to readily verify the functional requirement being tested.

The Developer must include in the test descriptions specific outlines enumerating the PARCS functionality being tested each testing process, all testing assumptions, any limiting factors and their impact on test validity and the expected results for each of the controlled testing procedures in the Factory Acceptance Test and the System Acceptance Test. The Developer shall propose testing schedules and locations for approval by the Department. Test results shall be documented on the appropriate approved, Developer-provided test scripts.

These checklists must be facility-specific (where appropriate) and must be based on the sample checklists provided as part of the procurement package. The tests must be conducted by the

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Developer and witnessed by Department representatives and other parties, as the Department may deem appropriate.

In some cases testing may be conducted during the transition between the current PARCS and the new PARCS. The Developer must consider the operational impacts associated with this testing method and properly communicate these to the Department and the parking management company representatives. Testing shall not disrupt the normal entrance and exit of vehicles (with the exception of the lane being tested) using a given parking facility, regardless of whether the lanes are connected to the current PARCS or the new PARCS. The description of the testing during the transition must also be provided by the Developer in the Master Test Plan.

4.15.10.1 Test Procedures

The Developer must provide detailed test scripts for each testing procedure to the Department a minimum of 30 days prior to the start of formal, functional testing. No test must be started without an approved test procedure. The Department requires at least five (5) business days to review any submitted test procedures and supporting test scripts. Where corrections are necessary, they must be made within five business days and resubmitted to the Department for approval. A five-business-day review time shall also be allocated for review of corrections to any test procedure.

Per the submittal schedule above, the Master Test Plan must be updated with a submittal by the Developer to include the individual test scripts that must be used during the various phases of testing including, but not limited to, the Factory Acceptance Test, System Acceptance Testing and the Extended Operations Test for all of the components of the System.

The Developer must, at a minimum, include in the test procedures, the required test participants or witnesses, the expected durations of the tests, a list of required testing materials to be provided either by the Developer or the Department, and a complete description of what constitutes successful completion of each discreet testing task and the overall test.

The Developer must review all formal test procedures immediately after testing and certify that the test procedures adequately demonstrate all functional requirements of these specifications and to ensure a direct correlation exists between the conducted test, the test results, and specification requirements. The Developer shall provide a checklist or other approved graphic representation, as part of the Master Test Plan, listing each PARCS requirement and showing the specific tests and the methods used to demonstrate compliance with said requirement. The signed and completed checklist or other approved document must be delivered to the Department for review and approval. Approval by the Department shall be documented by the appropriate Department representatives initials signifying completion of a given task or subtask and by his or her signature on the completed Developer-provided checklist.

4.15.10.1.1 Factory Acceptance Test

The Factory Acceptance Test (FAT) must be conducted to verify that all functional elements of the PARCS and components provided by the Developer are in conformance with these technical specifications the final SDD as approved by the Department.

The FAT must be conducted for the entire PARCS to include, at a minimum, such functionality and components as:

- (1) Entry Lane Device;
- (2) Exit Lane Device;
- (3) RFID Prox Card/Transponder;

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- (4) Credit Card In/Out;
- (5) Parking Space Count;
- (6) Central Host (including reports); and
- (7) MOMS.

The FAT must be conducted either at the Developer's facility in either an actual test lane environment or in a lab setting.

The Department must be allowed to witness the FAT, and the Developer must have the responsibility to perform the FAT. The FAT must provide sufficient confidence to the Department, in its sole determination, that the Developer's System meets operational requirements, standard and performance criteria and is ready to be installed on-site.

The Developer must provide the required support personnel; test vehicles, test equipment and test environment, and testing must be conducted in accordance with the Project Schedule and Approved Test Procedures.

Upon completion of the FAT, the Developer must submit a test report that details the results of the test, including system-generated transaction files created during FAT. Upon Acceptance of the FAT by the Department, the Developer must be given the authorization to move forward to Phase II of the project.

4.15.10.1.2 System Acceptance Test

As the Developer completes equipment installation it must perform System Acceptance Testing (SAT). SAT testing must be performed for each lane, lot and subsystem level to verify that the functionality demonstrated during the FAT is not adversely affected when the system is facing real world conditions once installed. The Developer must perform tests under the supervision of the Department in accordance with the approved test plan.

The Developer must provide all test vehicles/devices necessary to conduct the SAT. The Developer must define in the test plan all the vehicles and equipment needed to conduct a thorough test of the system. The Department must, where appropriate, provide staff to operate the attended lanes under test.

The Developer is responsible for managing the conduct of the SAT, directing the traffic and assuring the safety of the test participants, operations staff and Patrons.

The list above that contains suggestive test types for the FAT is also applicable to the SAT.

Additionally the SAT must also include PCI compliance, certification and audit. Successful completion and approval of SAT must not be granted until the Developer has demonstrated that the PARCS, in its entirety is fully compliant with all PCI standards and requirements.

Upon completion of the System Acceptance Test (as determined by the approved Developer-submitted Testing Plan) the Department shall review the test results and provide the Developer written notification of the Department's satisfaction with the results. Successful completion and approval of the SAT by the Department will indicate approval to move to Extended Operations Test portion of the project.

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4.15.10.1.3 Extended Operations Test

Following successful completion of all System Acceptance Testing, the Developer must notify the Department that the PARCS has been prepared for the Extended Operations Test (EOT). This test must demonstrate, over a period of ninety (90) consecutive days, the successful performance of all aspects of the PARCS. The extended operations test must encompass all equipment and Systems installed and operating under actual field conditions.

The EOT shall start on a date jointly agreed upon by the Department and Developer. The test shall continue until a ninety (90) day period has elapsed during which all of the performance criteria have been continuously met. Wherever possible the EOT start date shall coincide with the beginning of the month so that monthly reporting functions contain complete data and hence can be more easily evaluated.

During the test, the continued availability of the PARCS shall be demonstrated. Where a failure occurs that causes loss of data, instability of the System, and/or corruption of the transactional data or database, the Developer must immediately correct the problem. If during the ninety (90) day period the System fails to meet any one of the specified performance criteria (as documented in the approved Developer-provided Testing Plan and SDD), the test must be halted and the Developer must take any required corrective actions. The Developer must submit a report to the Department detailing the root cause of the failure, the corrective actions taken, and further actions taken to avoid any reoccurrence of this type of failure.

When the Department is satisfied with the Developer's documentation and resolution of the failure event, the test must be restarted (at day one) or continued (at the last completed day). This determination to restart or continue the test shall be based on the nature of the failure and shall be made at the sole discretion of the Department. The restart or continuation will occur on a date jointly agreed upon by the Department and Developer.

Testing must continue in a similar fashion until a ninety (90) day period of stable operation is achieved. Stability is defined as the proper functioning of the PARCS with a failure having no impact on the continued System operation, nor integrity of transactional data. The Developer is solely responsible for any additional costs incurred as a result of retest or restart actions for whatever period of time is required until testing is successfully completed.

For the designated ninety (90) day period where the PARCS has met the requirements for successful completion of the Extended Operations Test, the Developer must perform a minimum of three audits of all transactions and System functions tested to ensure each one is being properly identified, processed, reported and accounted for within the PARCS. The Developer must produce and submit procedures to perform the transactional audit twenty days prior to start of the audit. These procedures are subject to the approval of the Department. The Department shall oversee the procedures and progress of the Developer during the transactional audits and may, its sole discretion and at no cost to the Developer, engage an independent third party to validate the Developer's audit results. Only upon completion of the EOT and compliance with all audit requirements for the PARCS will the Developer be eligible for Final Approval to begin Phase IV of the project - Warranty.

4.15.10.2 Failure Definitions

For the purposes of the testing procedures outlined above, failures must be categorized into two different categories: Minor Failures and Major Failures.

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A **Minor Failure** is a failure of a single component, device or Subsystem that does not affect the operation of a particular lot or the parking operation as a whole, has no customer service or revenue control impact, and can be easily and promptly corrected by the Developer.

The effect of Minor Failure on the various tests outlined above are dependent on the agreed upon testing procedures for the particular test, as outlined in the approved Developer-provided Master Test Plan and System Design Document.

A **Major Failure** is a failure that adversely impacts revenue control or customer service. Major Failures will always result in a restart of the particular test being conducted. Total PARCS or Subsystem failures would be clearly categorized as major.

Some failures may be categorized as minor or major depending on their impact on the operation. For example, a gate stuck in the 'up' position at entry that is promptly reset without loss of positive revenue control can be seen as minor. However, one or more gates stuck in the 'up' position or that cannot be readily reset (especially at exit) could have significant revenue or customer service impact, hence making the event a major failure.

The Department has sole discretion to determine which failures are major or minor within the framework of the agreed upon Testing Plan element for the particular test being conducted.

4.15.10.3 Testing Documentation

The Developer is responsible for ensuring that all documentation including engineering drawings, manuals, test procedures, testing results, and operational procedures for the "as installed" and "as tested" System are correct and complete. All documentation shall be submitted both in written and electronic format and must include any associated warranty documents and operating manuals for all installed components.

The Developer must apply rigorous quality control standards and processes to all documentation and provide documentation describing these standards and processes along with all submittals. At a minimum, the Developer must document the name, title and signature of the individual conducting quality control reviews. All testing documentation must be maintained and presented in a manner that is acceptable to the Department and that allows the Department to support the maintenance and future expansion of the System.

4.15.11 Required Training and Manuals

4.15.11.1 General Training Requirements

The Developer must provide user-training programs in accordance with the Training Plan and for the benefit of the Department and any other operations entity operating on behalf of the state that provides parking management services. The Training Plan must provide designated System users and System maintenance personnel necessary to efficiently operate all applicable functions, modules, components or subsystems of the PARCS.

All training must be conducted by qualified instructor personnel fluent in English. Additionally, training must be conducted in a manner that does not adversely impact current parking operations. All training sessions for cashiers (end users) must be professionally recorded (audio and video feeds recorded on video tape, disc or other media) for the sole use of the Department and its agents. The Developer must provide full disclosure and secure proper releases from class participants prior to conducting any recording. The Developer must provide two complete sets of such recordings to the Department.

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All rights of ownership to the recordings and all associated training materials of documentation provided by the Developer under the requirements of this section shall become the exclusive property of the Department. The recording requirement may not extend to the Supervisory/Auditor/Management or system administration training program. Recording of any Technician training shall be at the discretion of the Developer.

Any and all training material shall be maintained and kept in a confidential manner as directed by the Department.

4.15.11.2 Training Programs

4.15.11.2.1 Cashier (End User) Training

The Developer must conduct a minimum of eight contact hours of on-site training for up to 10 staff members identified by the Department. The Developer must offer multiple live class sessions to accommodate employee schedules and reduce class size. This group must receive both classroom and practical (“hands-on training”) using actual mockups of PARCS devices and demonstration Software. This Developer-trained group must serve as a training cadre for the remainder of the cashiers and must be provided appropriate training aids for this purpose.

4.15.11.2.2 Supervisory/Auditor/Management Training

The Developer must conduct a minimum 24 contact hours of on-site training for up to 5 staff members identified by the Department. The training curricula must include all supervisory and audit functions of the hardware and Software components, as well as System monitoring and reporting capabilities.

4.15.11.2.3 System Administration Training

The Developer must conduct on-site training for Department and parking management company information technology professionals. This training must include in-depth presentation of the PARCS Hardware and Software architecture and components. The training must also include a discussion of recommended practices for System and network administration, and the particulars discussed in the associated system administration manual. The Developer must also have additional periodic technical support training responsibilities as detailed below.

4.15.11.2.4 Technician Training

The Developer is responsible for providing all training necessary to certify third-party technical personnel to perform all required PARCS maintenance in accordance with the provision in these specifications and as required by the Developer’s System Design Documentation. The content and duration of the technician course shall be determined by the Developer and approved by the Department. Duly trained and certified technicians shall be capable of performing all required maintenance services without voiding any written or implied warranty.

4.15.11.2.5 Training Materials

The Developer must provide all documentation (including all manuals) required for training Department personnel in printed and electronic format (CD-ROM – two complete sets). Documentation must be provided for each student in the form of workbooks, lecture notes/overheads, and manuals. All training must be based on the content of the Developer-provided manuals delivered with the System, as part of the Training Plan and must be approved by the Department prior to use.

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Required training materials must be submitted in accordance with the provision of the training section and the PMP and must be written in Standard English with appropriate photos, diagrams, and schematics to supplement the text. The Department has the authority to reproduce and distribute training materials as necessary at no additional cost.

4.15.11.3 Required Manuals

Where manuals for commercially available equipment and/or Software are provided, the Developer must produce supplemental information to ensure the commercial manuals accurately reflect the deployed PARCS. The PARCS is not considered delivered until documentation is delivered.

The Developer must provide the following PARCS-specific manuals, as described below:

4.15.11.3.1 Cashier Manual

The Developer must provide a comprehensive document that details the operation and capabilities of all cashier-operated devices. The manual must provide detailed instructions on the proper processing of all normal and Exception Transactions. The manual must be intended as a “how to” document for all cashier-operated devices to include all attended exit lane devices. The Developer must provide twenty (10) cashier manuals.

4.15.11.3.2 Supervisor’s or Auditor’s Manual

The Developer must provide documentation on supervisory and auditing features of the individual Hardware components and the Central Host. Detailed explanations on cashier shift tracking, revenue reporting and Central Host report development must also be included in this manual. Similarly, comprehensive instructions on the accessing, modifying and using of System transaction and management reports (with appropriate graphics and diagrams) must be included in this manual. The Developer must provide 10 supervisor or auditor manuals.

4.15.11.3.3 System Administration Manual

The Developer must provide comprehensive instructions and procedures required to properly oversee the day-to-day function of all network and computer System components. This manual must include detailed instructions on all Software, special reporting features, field-settable switches or options, workstation and server configuration options, network settings, TCP/IP addressing schemes, data archiving schemes, security schemes, disaster recovery and the use of system-specific diagnostics. The Developer must provide three System administration manuals.

4.15.11.3.4 Maintenance/Technician Manual

The Developer must provide complete documentation on the performance of all preventative, routine and corrective maintenance tasks. The documentation must include part numbers, amounts, and types required for each task. Diagrams (where applicable) must be included to illustrate each step in multi-step processes. Maintenance schedules (preventative maintenance) and troubleshooting guidelines for each component or sub-component must be included in tabular form. The manual must also include comprehensive instructions on accessing and using computer-based diagnostic Software included with the devices. The Developer must provide five (5) Maintenance/Technician Manuals.

4.15.11.3.5 Video Training

In addition to the training manuals and material above the Developer shall also provide an interactive video training element. The video training shall be designed for cashiers, supervisors and audit staff. Video training will not be required for system administrators or maintenance staff. The video training shall be capable of being viewed by any standard workstation and provide on DVD as well.

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4.15.12 Consumables

The Developer must provide as part of their submittal a complete list of consumables that will be required for the proper operation of the PARCS. Consumables may include, but are not limited to, ticket stock (in the colors, types, artwork and stock specified by the Department), receipt paper, print heads, ink rollers, bushings, print ribbons, ink cartridges, backup tape media, prox cards, etc.

The Developer must provide all consumables required for an initial operations period of six (6) months and must provide these items upon delivery of the PARCS equipment for each phase of the project. All text and the placement of text printed on or written to any consumable item (tickets, cards and receipts) must be legible and easily read. All text and placement of text is subject to the approval of the Department.

The Developer must provide a price list for all consumable items with pricing valid for two years after award of Contract. Future year's consumables must consider the initial base price adjusted by the Consumer Price Index (CPI). Where possible the Developer must provide alternate sources of approved consumable items and certify that use of these items must not void any written or implied warranty. Following the warranty period, the PARCS Operator or other entity may assume responsibility for the purchase of consumables at the discretion of the Department.

4.15.12.1 Tickets and Access Media

The Department intends to use various ISO-compliant magnetic stripe tickets and other access media (prox-cards) (both initially supplied by Developer) to facilitate transactions and access control. Cards may also be used to uniquely identify users (such as cashiers, technicians and supervisors) of each lane device. Field devices must be capable of accepting and processing tickets and other access media cards. The Developer must submit in the System Design Document for approval by the Department the proposed text, graphics, and colors to be used on all cards, and tickets. It must be possible to place these designs or text on both sides of the medium. The Department may request revisions to the designs before approving production.

Tickets must be magnetically encoded and printed with the ticket/transaction number, the year, month, date, and times (hour/minute/second) at entry and exit, facility code, lane number, and rate code. Abbreviations are acceptable; time stamps must be in 24-hour, military time.

As part of the PARCS, the Developer shall also provide one (1) initial access media encoder for both prox card and transponder. For the prox card, the encoder shall also have the ability to print graphics on at least one side of the access media.

4.15.12.2 Receipts

The System shall permit modifications, additions, or deletions of the information printed on the Patron's receipt. At a minimum, the following information must be printed (time references must be made in local military time.)

- (1) Name of facility, address and phone number
- (2) The unique exit transaction number
- (3) The exit and/or entry date and time
- (4) The total fee paid and tax detail
- (5) Code for the tender type (cash, check, credit/debit card or pre-paid)
- (6) If applicable credit card type (Master Card, Visa, etc.) and last four digits of the card number
- (7) Exit/entry lane device number

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- (8) Code for the rate structure applied
- (9) If applicable, the cashier ID number

4.15.13 Spare Parts

The Developer must provide as part of their System Design Document a Bill of Material (BOM) of spare parts, components, and subcomponents based on the design of the system. At a minimum, the BOM shall contain devices, components, and subcomponents so that there is at least the greater of one complete device or 10% redundancy for each specific type of entry, Exit Lane Device. Further the Developer must ensure that the spare parts inventory is adequately sized and maintained to support the Developer's maintenance and adherence to PARCS availability. If in the event the Department determines that additional spares are needed to properly maintain the system the Developer shall be responsible to increase or modify the spare BOM at no cost to the Department.

All spare equipment and replacement parts must be manufactured within the past six months and never installed in an operational System other than for factory test purposes. All spares must be identified by functional unit and must be correctly referenced in spare parts lists. When delivered as directed by the Department, an itemized list of manufacturers' part numbers, model numbers, pricing, supplier's address, supplier's telephone numbers, and any single-source components shall be identified.

Based upon the maintenance experience during the warranty period, the Developer must recommend any changes in spare components that may prove to be appropriate. Where installed modules do not comply with required reliability (per manufacturer specifications), the Developer must adjust the spares upward to accommodate the higher failure rate, or replace the units with more reliable units at no additional cost to the Department.

4.15.14 Out-of-Warranty Parts

Beyond the twelve (12) month warranty period the Developer shall ensure that the PARCS System Components can continue to be provided for a minimum of the twelve (12) year design life. Once the warranty has expired on any System Component the Developer shall replace the spare inventory or required component. The direct hardware cost will be reimbursed by the Department. Any reimbursement shall be subject to previous approval by the Department. Any labor required for the replacement of System Components which are out of warranty shall be the responsibility of the Developer and covered under any maintenance term (including any extension(s)).

4.15.15 Warranty and Maintenance Requirements

4.15.15.1 Warranty Requirements

The Developer must provide a full warranty on all System Components, materials and workmanship for a period commencing upon the Department granting a final acceptance of the satisfactory completion of the installation and testing of the system in both the 2004 Garage and the State Owned/Controlled Parking ("Final Acceptance") and ending twelve months after Final System Acceptance, hereinafter the Warranty Period. All warranty information and documentation for each type of installed hardware, Software or other system component become the property of the Department and shall be delivered to the Department upon Final Acceptance of the entire project.

Warranty work shall be provided at no cost to the Department in a timely manner (as defined herein). Documented costs (time and material) for repair or replacement of parts or components damaged or rendered unserviceable due to apparent and provable misuse, abuse, vandalism or negligence by user of the Garage Improvements are excluded from these warranty provisions.

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During the Warranty Period, the Developer's personnel or factory-certified technicians must perform preventive maintenance, routine maintenance and repair with new material, or replace at no charge, any defective product. The Developer's personnel or factory-certified technicians must either perform the work on site, or the Developer must accept all costs associated with removal, shipping and handling. Technical support from factory-certified personnel must be available from the Developer within four hours of the time the service call is first placed. During the Warranty Period, updates and corrections to all equipment firmware and Software must be provided to the Department at no additional charge.

Performance of warranty repairs by the Department or its agents in no way relieves the Developer of any legal responsibility to provide service or appropriately compensate the Department for time and materials expended in this effort. The Department and the Developer may negotiate an agreement whereby all warranty services may be conducted by duly certified technicians employed directly or indirectly by the Department.

The Developer will have responsibility for general upkeep and cleanliness of the PARCS equipment during the operations and maintenance period in the Development Agreement ("O&M Period"). During the O&M Period, the Developer will also have responsibility for correcting minor non-technical issues with the equipment including paper and ticket jams, equipment being unplugged/switched-off and other non-technical corrective and maintenance actions.

4.15.15.2 Operations and Maintenance Period Technical Support

For the period agreed in the Development Agreement as the O&M Period the Developer or the PARCS Vendor must continue providing technical support services for all components of the PARCS for a minimum of an initial period of three (3) years after the warranty expires and for the additional three (3) subsequent renewal terms, each renewal term three (3) years in duration, to be exercised at the Department's option. This requirement includes, but is not limited to: items such as spares, software maintenance and component upgrades, as well as telephonic and on-site maintenance support services. The Developer also warrants that adequate in-house field service staff and telephone support are available from a location in the continental United States. The Developer shall confirm this commitment in writing as part of the proposal and prior to the execution of any subsequent optional maintenance terms. In addition, a support letter must be provided from the manufacturer of any third-party components committing that firm to provide these technical support services should the Developer withdraw from the parking business.

4.15.15.3 Maintenance Plan

The Developer must provide a maintenance plan as part of the submittal requirements for the Development Agreement (the "Maintenance Plan"). The Maintenance Plan shall present the maintenance services to be provided by the Developer during the installation, twelve (12) month warranty period (Phase IV) and twelve (12) minimum year maintenance period.

The Developer must describe how it will provide these services on a non-interference basis with on-going installation activities. The Developer must also describe how it plans to interface with the [revenue technician staff] maintaining the existing system. The Maintenance Plan must differentiate between the Developer's responsibilities during and after the warranty period. The Maintenance Plan must explain which maintenance services are considered warranty repairs and which maintenance services are considered routine maintenance.

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The Maintenance Plan shall be based on the provisions of these technical specifications and Maintenance Plan shall include recommended coverage and staffing options designed to meet the specific needs of the installed System even if these differ from those provided for below. The Department shall review the contents of the Maintenance Plan and, if necessary, request that the Developer make corrections or clarifications.

The Developer must provide written documentation (in a format acceptable to the Department) guaranteeing that the Department, at its sole discretion, shall have access to on-site, dedicated, full-maintenance services at a proposed annual cost to the Department. This includes maintenance service for all equipment and Software and includes, but is not limited to, spare parts, materials, labor, Software, testing equipment, tools, etc. necessary to fully support the PARCS. Full maintenance must be available 24 hours a day, seven days a week (24/7), and 365 days per year and 366 days for leap years. Additionally the Developer must provide telephone support on a 24/7 basis for System maintenance support.

The Developer must provide all preventive, routine, and emergency maintenance services. Qualified, authorized representatives of the Developer must perform diagnosis and repair. If so requested, the Developer must provide written documentation of technician certification. Preventive maintenance services must be provided in accordance with the provisions of a Developer's maintenance manual for each component or subsystem of the PARCS. Preventive maintenance services must include but are not limited to inspection, testing, necessary adjustment, lubrication, cleaning, and Software/firmware updates. Routine maintenance services must include scheduled overhauls as recommended by the equipment and Software manufacturer. Emergency services include inspections and necessary tests to determine the causes of significant equipment or Software malfunction or failure. The emergency services also include the furnishing and installation of components, parts, or Software changes required to replace malfunctioning System elements and restore proper operation.

4.15.15.4 Preventive Maintenance Schedule

The Developer must submit to the Department a schedule of preventive maintenance services and corresponding task sheets (as part of the required Maintenance Plan) to be provided by Developer at no additional cost to the Department. To the extent possible, all such maintenance must be performed during off-peak periods. The Developer must coordinate with the Department to establish appropriate off-peak lane-activity periods. The Department and the parking management company shall make a reasonable attempt to accommodate the need to conduct preventative maintenance according to the required schedule.

4.15.15.5 Maintenance Log

The Developer must maintain a written or electronic maintenance log of all preventive maintenance and corrective/repair services performed during the warranty period and any subsequent maintenance agreement (the "Maintenance Log"). All maintenance activity must be tracked via the MOMS. The Maintenance Log must be organized in manner that allows technician personnel to readily identify chronic or recurring service problems by component or lane. The Maintenance Log must include entries for any upgrades performed on any component so any unforeseen negative effects may be quickly isolated and reported.

The Maintenance Log must be in a format approved by the Department and shall be available for inspection by the Department at any time, on-line within the Central Host. The Developer must also submit monthly maintenance reports (in a format approved by the Department) based on the content of the Maintenance Log. Such reports must include a discussion of equipment availability and serviceability data over time (trend analysis).

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4.15.15.6 Response Times

The Developer is responsible for repair to the component level of replaceable, functional modules. The Developer must provide adequate spare modules and repair turn around to assure that spare modules are available on site to accommodate repair of a failure to a 99% confidence level. All necessary steps must be taken to achieve the least amount of time that a component is inoperable.

The Developer shall perform maintenance services to ensure the immediate repair and replacement of all PARCS components to avoid any service loss or interruption.

Any and all reported issues or problems will be classified as one of the four following categories:

- (1) **Critical:** Defined as any malfunction or fault that will result in the immediate loss of revenue; closure of a lane; loss of audit data; or hazard to personnel or Patrons.
- (2) **High Priority:** Defined as any malfunction or fault that will degrade the PARCS performance, but not the operational ability of the PARCS.
- (3) **Medium Priority:** Defined as any event that has potential of resulting in a malfunction or degrading of the PARCS performance.
- (4) **Low Priority:** Defined as any event or malfunction that is cosmetic and presents no risk in affecting PARCS performance.

The following table defines the response time and repair time for each of the four (4) incident categories above.

Severity Level	Time to Respond	Time to Repair
Critical	2 Hours	2 Hours
High Priority	4 Hours	4 Hours
Medium Priority	8 Hours	24 Hours
Low Priority	1 Business Day	5 Business Days

Response and repair times will be calculated on a per event basis.

Response times will be determined based on when the Developer receives notification of an event and the time the Developer acknowledges said event.

Repair times will be determined based on when the event is acknowledged and when it has been fully resolved, recorded and indicated.

The Developer will generate and provide a report on a monthly basis which indicates the previous month's performance detailing adherence or failures to meet the response and repair times as indicated in the table above. The reports shall be in a format approved by Department.

The Developer must be responsible for the complete "Basic Maintenance" of the System, including without limitation the services listed below. "Basic Maintenance" includes, without limitation, repairs, adjustments, and/or replacement of System components on an exchange basis as necessary to maintain the System in good operating condition at all times, as well as the following:

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- (1) All technical and housekeeping tasks associated with the repair and preventive maintenance of the System must be in accordance with the manufacturer's specified preventive maintenance program, and all technical and housekeeping tasks required as a result of the upgrading of the System or as a result of modifications to the manufacturer's maintenance program as recommended by the Developer.
- (2) Software maintenance.
- (3) Equipment (all hardware and components) maintenance, including unlimited in-house board-level repairs.
- (4) Maintenance of an adequate working inventory and provision of all other maintenance materials, tools, and test equipment necessary for the services described herein. Exchanged parts must be rebuilt and maintained as part of such inventory; and reporting obligations, including without limitation the submission of reports, to the Department as requested, which include, but may not be limited to, the following information:
 - (a) Name of the technician performing the services
 - (b) Date and time that repair began
 - (c) Date and time that repair was completed
 - (d) Type and model number(s) of component(s) used
 - (e) Time spent for repair
 - (f) Description of repair
 - (g) List of parts repaired or replaced
 - (h) All preventive maintenance performed
 - (i) Signature of technician(s) certifying the accuracy of the statement

Equipment availability is a key measure in measuring technician performance. Actions taken to remedy critical parking equipment component(s) malfunctions must commence immediately following the Developer's receipt of a call for service from a duly authorized Department representative.

Technicians must acknowledge notification of the problem, error, or fault within 30 minutes.

4.15.15.7 Warranty and Maintenance Liquidated Damages

In performance of any warranty or maintenance activity the Department may assess liquidated damages for failure to meet the response and repair times as defined in the in table below.

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**Appendix A
Summary of Response and Repair Requirements and Liquidated Damages**

Performance Parameter	Sub-function	Performance Standard	Liquidated Damages
1. Response to Event Notification	All Critical Events	Acknowledgement of event within two (2) hours of notification	\$250 per occurrence \$100 for each additional one (1) hour delay
2. Response to Event Notification	All High Priority Events	Acknowledgement of event within four (4) hours of notification	\$150 per occurrence \$200 for each additional four (4) hour delay
3. Response to Event Notification	All Medium Priority Events	Acknowledgement of event within eight (8) hours of notification	\$100 per occurrence \$100 for each additional eight (8) hour delay
4. Response to Event Notification	All Low Priority Events	Acknowledgement of event within one (1) business day of notification	\$100 per occurrence \$250 for each one (1) business day delay
5. Repair of Event	All Critical Events	Repair of event within two (2) hours of acknowledgement	\$500 per occurrence \$500 for each additional one (1) hour delay
6. Repair of Event	All High Priority Events	Repair of event within four (4) hours of acknowledgement	\$300 per occurrence \$300 for each additional twenty-four (24) hour delay
7. Repair of Event	All Medium Priority Events	Repair of event within twenty-four (24) hours of acknowledgement	\$200 per occurrence \$200 for each additional twenty-four (24) hour delay
8. Repair of Event	All Low Priority Events	Repair of event within five (5) business days of acknowledgement	\$200 per occurrence \$500 for each additional five (5) business day delay

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EXHIBIT 1.0

ASSIGNMENT AGREEMENT

This Assignment Agreement (the "Assignment") is by and between _____ ("Developer") and the State of Connecticut, Connecticut Department of Transportation (the "Department") and _____, _____, _____ (each a "PARCS Vendor"). **[each PARCS Vendor should be included].**

WHEREAS, on _____, the Developer and the Department entered into that certain Development Agreement (the "Development Agreement") and certain other related agreements, including without limitation the agreements entered into between the Developer and the PARCS Vendor(s) to provide the PARCS, including without limitation the software contained in the PARCS (the "Software") (the "PARCS Vendor Agreement(s)"), other third party license agreements for portions of the Software (the "Third Party License Agreements") contained in the PARCS and the escrow agreement for the all of the Software (the "Escrow Agreement", hereafter the Development Agreement, the PARC(s) Vendor Agreements, the Third Party License Agreements, and the Escrow Agreement hereafter referred to as the "Agreements" and as identified in Exhibit A, attached hereto and incorporated hereby) to develop a new Parking Access and Revenue Control System ("PARCS") to replace the existing parking management systems at the Department's 2004 Garage, the surface parking lot(s) and the Replacement Garage(s) (as those terms are defined in the Department's Request for Proposal No. XXXX) (the "Development Agreement"); and

WHEREAS, upon termination or expiration of the Development Agreement, Developer desires to assign all rights, including without limitation all license rights contained in the Agreements, and obligations in the Agreement(s) to the Department; and

WHEREAS, the Developer, the PARCS Vendor(s) and any third party licensors have agreed to such assignment to the Department.

NOW THEREFORE for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Developer agrees to and does hereby assign all rights, including without limitation all license rights contained in the Agreements, and obligations in the Agreement(s) to the Department, such assignment to automatically take effect upon the expiration or termination of the Developer Agreement.
2. The name of the Department will be substituted throughout the PARCS Agreements in place of the name of the Developer.

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3. All parties acknowledge and agree that the Department and the PARCS Vendor each have all rights necessary to fully perform their obligations as set forth in the PARCS Agreement(s).
4. The PARCS Vendor(s) hereby agree to such assignment.
5. This Assignment represents the entire agreement among the parties and supersedes all previous agreements and understandings among them related to the assignment contained in this Assignment Agreement.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Assignment.

DEVELOPER

By: _____

Name:

Its: _____

Title:

AGREED TO:

STATE OF CONNECTICUT

CONNECTICUT DEPARTMENT OF TRANSPORTATION

By: _____

Name:

Its: _____

Title:

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PARCS Vendor: _____

By: _____

Name:

Its: _____

Title:

PARCS Vendor: _____

By: _____

Name:

Its: _____

Title:

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Exhibit A

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SCHEDULE 4

**PARKING OPERATIONS AND MAINTENANCE
PERFORMANCE CRITERIA**

1.0 Scope of Work – Parking Operations and Maintenance

The intention of this portion of the scope of work is to define the operational requirements for the parking operations at the State Controlled Parking, including operation of the new Parking Access and Revenue Control System (PARCS) that will replace the existing parking management system in the Original Garage. More detailed and specific requirements are defined in the subsequent sections.

- **Goal 1** – Provide overall parking revenue collection on behalf of the Department with a comprehensive level of reporting and accountability.
- **Goal 2** – Provide additional parking management services such as facility security, taxi-limo dispatch and general PARCS maintenance.
- **Goal 3** – Provide and ensure a convenient and positive user experience for facility patrons and users.

2.0 Revenue Collection and Management

As one of the primary roles under this scope the Developer shall provide all necessary services for the collection and management of revenues for the State Controlled Parking. These revenues will be collected on behalf of and remitted directly to the Department.

2.1 Reporting

Reporting and record keeping of all revenue collection activities and efforts will be a key and fundamental component of this scope of work. The Developer shall be required at all times to maintain a high level of reporting which is both accountable and auditable.

2.1.1 Reports

Via use of the PARCS reporting system the Developer shall, at a minimum, provide to the Department the following reports:

- (1) **Daily Summary Reports** – A collection of transaction data (including number and types of transactions, number of tickets issued or collected, number of credit card transactions, revenue collected by lane, shift, tender type, or cashier, etc.) for all activity by lane number or other identifier for a 24 hour period (user defined) presented in a single report. These reports shall be provided to the Department on a weekly basis unless specifically requested otherwise.
- (2) **Monthly Summary Reports** - Similar in scope and data elements to the Daily Summary Reports, the Monthly Summary Reports aggregates and summarizes all the data from the individual daily reports. These reports shall be provided to the Department on a monthly basis unless specifically requested otherwise

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- (3) **Revenue Reconciliation Report-** A management report designed to provide all revenue information in a single location so that total revenue collected versus total revenue expected may be reconciled on a daily basis. This report may be run for any period of time (hours, days or months and groups or portions thereof). This report shall be provided to the Department on a weekly basis unless specifically requested otherwise.
- (4) **Ticket or Transaction Reconciliation Report-** A report designed to account for all ticket and non-ticket transactions and compare these totals against gate vends and nightly vehicle inventory. This report shall be provided to the Department on a weekly basis unless specifically requested otherwise.

2.1.2 Monthly Management Reporting

In addition to the above revenue reports the Developer shall also develop in conjunction with and for the approval of the Department and provide to the Department on a monthly basis the following:

- (1) Management Report
- (2) Operating Statement
- (3) Budget Variance Analysis
- (4) General Maintenance activities
- (5) Accident/Injury/Damage Claims
- (6) Revenue and Preventative maintenance activities, included both scheduled and corrective efforts
- (7) Itemized Invoice including copies of all invoices for services rendered to Developer or other third party vendors

The above report elements may be combined into a single larger report or provided as attachments to an overall monthly report. The intended message of the report is to provide the Department with a monthly status of the overall operational performance of the parking facility(s) including both financial and operational aspects. The initial format and specific content of the report shall be subject to the approval of the Department. Any subsequent changes to the report format and or material included shall be approved by the Department as well. Report formats shall be subject to the approval of the Department.

Reports shall be submitted by no later than the tenth (10th) of each month. Each report shall cover a period of time beginning at the 1st of each month and ending on the last day of the month.

2.2 Cash/Revenue Management

Parking revenues will be deposited daily to an approved Department bank account. Deposits shall be made each weekday (Monday through Friday). Weekend revenues shall be included with the Monday deposits. Monday deposits however should be segregated for Saturday, Sunday and Monday. The Developer shall provide copies of all deposit slips and or receipts to the Department no later than 24 hours after each deposit is made. These may be submitted in hard copy or via electronic copy (PDF) to the Department.

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2.3 Customer Account Management

The Developer shall provide all necessary support and services for the management of customer accounts including but not limited to:

- (1) Permit Parking
- (2) Employee Parking
- (3) Taxi/Limo/Shuttle
- (4) Other account based parking programs

The Developer shall also be responsible for the distribution, collection and correspondence with customers regarding their accounts.

As part of the customer account management efforts the Developer shall host, support and maintain a public website whereby customers and the general public may access and manage their accounts directly. During the PARCS design review process details, design and functionality of the website shall be presented. The website shall be subject to review and approval by the Department. Additionally at the end of the term of the agreement the Department shall retain the Universal Resource Locator (URL) for continued use by the Department. The Developer shall properly protect the personal information contained in the PARCS in accordance with applicable law.

2.4 Guarantee of Revenue

The Developer shall agree to the following related to any partially or unpaid transactions:

- (1) All non-paid customer tickets shall be signed by (a) the customer, if available, (b) the Developer's shift employee and (c) the Developer's facility manager, or an authorized representative of the Developer shall Department the license plate number of the non-paying vehicle and note the reason for non-payment. The Department shall have the right to allow for free parking by certain Department employees, official visitors and others designated by the Department, provided that such free parking shall be without penalty or expense to the Developer. The process for allowing such free parking shall be clearly documented and tracked in the operational procedures.
- (2) The Developer shall pay to the Department, at its sole cost and expense for all unaccounted/undocumented exits from the parking facilities. Such payments shall not be treated as an expense included in the monthly invoice ("Garage Operating Expense") nor reimbursable under the terms of this scope,

For each unaccounted/undocumented exit, the Developer shall pay the Department an amount equal to the facility's full daily rate.

Payments or reimbursements to the Department shall be satisfied by a reduction or credit on the Developer's monthly invoice following the month the unaccounted/undocumented exit occurred. In the event the amount exceeds the monthly invoice amount the remaining amount shall be applied to the next months invoice.

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2.5 Department PARCS Access

In addition to the required reporting of the Developer to the Department, the Department shall also be granted full access and visibility into the PARCS. The Developer shall ensure and maintain sufficient user accounts for designated Department personnel during the term of the agreement.

3.0 Facility Maintenance

The Developer shall provide facility maintenance services in each parking garage(s) and lot(s). Maintenance services shall include cleaning and maintenance activities as outlined within the PCI Maintenance Manual for Precast Parking Structures. Maintenance services shall include routine maintenance of the parking garage(s), surface parking lot(s) and building systems including elevators, plumbing, mechanical, electrical, fire protection, life safety, and security systems. Frequency of cleaning and maintenance shall be per schedules indicated in Tables A and B for Housekeeping and Preventative Maintenance, respectively. These activities are applicable to the proposed improvements for both precast and cast in place parking garage(s) and as applicable to surface parking lot(s).

The Developer shall provide, maintain and update on an as needed basis a Facility Maintenance Plan. The Maintenance Plan shall cover in detail the scope, roles/responsibilities, policy and procedures, documentation, communication and reporting to the Department. A draft of the Maintenance Plan shall be provided as part of the Proposal.

4.0 Facility Security

The Developer shall provide facility security services in each parking structure (if multiple). Security services shall include, but not be limited to regular ongoing 24/7/365, foot patrols, vehicle patrols and video surveillance. Additionally the Developer shall also facilitate and manage the monitoring, maintenance and management of a life safety and emergency call box system.

Specific to security personnel the Developer shall be required to provide specialized training to any current or new personnel. The training material and program shall also be subject to Department review and approval.

The Developer shall provide, maintain and update on an as needed basis a Facility Security Plan. The Security Plan shall cover in detail such items as staffing, roles/responsibilities, policy and procedures, incident reporting, communications protocols with both state and local authority, communication and reporting with the Department. A draft of the Security Plan shall be provided as part of the Proposal.

5.0 Facility Safety

The Developer shall provide, maintain and update on an as needed basis a Facility Safety Plan to protect both the public and employees within the facility. The Safety Plan shall include an overview of the facility, safety training of employees, safety policies for operation of the parking facility, and safety for maintenance activities within the facility. In addition to the safety policies for day to day operations, the plan shall also include provisions for emergencies. The emergency plan shall include provisions to address potential emergencies within the parking facility. The Safety Plan shall identify such items as staffing, roles/responsibilities, policy and procedures, incident reporting, communications protocols with both state and local authority, communication and reporting with the Department.

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6.0 Nested Taxi Screening Management

As part of the facility operations the Developer shall provide necessary staff to screen taxis attempting to gain access into the nested queuing area at the Station Place garage. Taxis with the appropriately issued access media will initially enter the facility through one of the public entry or dedicated lanes. Once in the general vicinity, the taxis will need to access a nested area whereby. The taxis' credentials will be verified by operations staff. If valid the taxi will be allowed to progress through the nested entry gate using their PARCS access media.

7.0 Staffing and Personnel

In providing the services under this scope the Developer shall provide at a minimum the following staff.

7.1 General Staffing

- (1) **Facility Manager** – The Developer shall provide a full-time Facility Manager. The Facility Manager's office shall be located on-site at the central office for the Garages. The Facility Manager shall be responsible for the overall operations of the parking facility(s) including but not limited to, supervision and oversight of all on-site Developer personnel and subcontractors, coordination and implementation of all operating needs, and budget preparation. The Facility Manager shall ensure the following:
 - (a) The Developer maintains (1) a material safety data program for chemicals used on site, (2) an employee safety training program, (3) a written disaster plan, and (4) a written security plan. The Developer shall develop these plans subject to the review and input from the Department, Department's Homeland Security Office), DOT Rail Operations security, Metro North and local police. Any and all plans shall also be subject to final approval by the Department.
 - (b) The Developer maintains adherence to any and all applicable building codes and fire safety standards. Further that the Developer coordinates during any work or renovation with the Department's Office of Property and Facilities Services.
 - (c) The Developer coordinates any and all accident and or injury claims with the Department's Office of Rail.
 - (d) The Developer develops and implements a picture photo ID program including permanent badges for all regular employees and regularly scheduled subcontractors, temporary badges for any other unscheduled guests.
- (2) **Administrative Assistant** – The Developer shall provide a full time or part time Administrative Assistant. The Administrative Assistant shall be co located with and report directly to the Facility Manager. The Administrative Assistant shall be responsible for providing assistance and support to the Facility Manager and other related staff as may be directed by the Facility Manager.

7.2 Cash Collection Staff

The Developer shall provide dedicated collection staff solely for the purpose of collecting revenue at each parking facility (if multiple). At a minimum the Developer shall provide the following staff:

- (1) **Parking Supervisor** – The Supervisor shall be responsible for overseeing the day to day revenue collection efforts. The Supervisor shall report directly to the Facility Manager. The Supervisor's duties shall include such efforts as cashier scheduling,

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cashier staff management (hiring, performance monitoring, termination, etc), daily revenue deposits and support the Facility Manager in reporting the Department. At the Developer's discretion they may determine the required number of Supervisor staff to adequately manage revenue collection at each of the facilities.

- (2) **Cashier** – The cashier's role shall be to collect and process parking fares from patrons exiting the facility (the "Cashier"). The Developer shall decide at its sole discretion the number of Cashiers to schedule. The Department shall however reserve the right to initially review and adjust staffing needs in order to provide a positive patron experience.

7.3 PARCS Maintenance Staff

The Developer shall provide adequate maintenance staff related to the management and operations of the PARCS. Provided the Performance Criteria are met, the Developer shall, determine the required maintenance staffing levels and or subcontracting agreement(s).

7.4 PARCS Security Staff

- (1) **Security Supervisor** – The Developer shall provide a Security Supervisor. The Security Supervisor shall report directly to the Facility Manager but also coordinate with and work closely with the Parking Supervisor. The Security Supervisor shall be responsible for the oversight and management of the security guard staff. At the discretion of the Developer this roll may be combined with the Parking Supervisor however this shall not impact the effectiveness of either roll.
- (2) **Security Guard** – The Developer shall provide security guard personnel at each of parking facilities. Security Guard shall be responsible for patrolling, both on foot and via vehicle) each area of the facilities on a 24/7 basis. Additionally Security Guard staff shall also be trained for video surveillance and monitor the video security system on a 24/7 basis.

8.0 Maintenance and Audit of Records

8.1 Cost Records

The Developer shall maintain detailed cost and revenue records supporting the hours incurred by job classification, direct costs incurred for out-of-pocket expenses and revenue collected.

8.2 Audit and Inspection of Records

The Developer shall permit the authorized representative of the Department to inspect and audit all data and records of the Developer relating to the performance under this scope until the expiration of three (3) years after final payment under this scope. At any time, the Department reserves the right to conduct financial audits of any and all portions of the management operations at its discretion. The Developer shall fully cooperate and make available any and all requested documents necessary, in the opinion of the Department, to conduct a full audit.

The Developer further agrees to include in all its subcontracts a provision to the effect that the subcontractor agrees that the Department, or any of their duly authorized representatives shall, until the expiration of the three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers and records of such

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subcontractor involving transactions related to the subcontractor. The term “subcontract” as used in this clause excludes work not exceeding \$2,500.

The periods of access and examination described above, for the records which relate to (1) appeals for disputes, (2) litigation of the settlement of the claims arising out of the performance of this Agreement, or (3) costs and expenses of this Agreement as to which exception has been taken by the Department or any of their duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of.

The Developer shall also provide a Financial Audit Report of its operations. This report shall be performed by an outside, independent, licensed financial entity. The audit should be performed at a minimum on an annual basis on the anniversary of the agreement date. The financial audit report shall be submitted directly to the Department.

9.0 Americans with Disabilities Act (ADA)

This clause applies to those Developers who are or will be responsible for compliance with the terms of the Americans with Disability Act of 1990 (“Act”), Public Law 101-336, during the term of the Agreement. The Developer represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Developer to satisfy this standard as the same applies to performance under any operations and maintenance agreement, either now or during the term of the Agreement as it may be amended, will render any such agreement voidable at the option of the Department upon notice to the Developer. The Developer warrants that it will hold the Department harmless and indemnify the State from any liability which may be imposed upon the Department as a result of any failure of the Developer to be imposed upon the Department as a result of any failure of the Developer to be in compliance with this act, as the same applies to performance under the Agreement.

10.0 Operations Transition Plan

The Developer shall provide an Operational Transition Plan. This plan shall specifically address the transitioning efforts and needs related to the switch from the current parking operator to the new operations contract. The Operational Transition Plan shall be submitted to the Department no later sixty (60) days prior to the initial start of any PARCS operational activities. The Operational Transition Plan shall be subject to the review and approval of the Department. The Operations Transition Plan shall be developed with the following key elements in mind:

- (1) Executive Summary
- (2) Schedule of activities
- (3) Narrative of each activities and any dependencies
- (4) Required outside resources and needs (Department, current operator, etc)
- (5) Staffing ramp up and organization
- (6) Transition of customer accounts and access media distribution

11.0 Operations Management Plan

As part of this scope of work the Developer shall develop and provide an Operations Management Plan (OMP). The OMP shall be considered a living document which is expected to require periodic

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updates or modification throughout the term of the Agreement. The OMP shall be developed with the following key elements in mind:

- (1) Executive Summary
- (2) Services Provided
- (3) Staffing Plan
- (4) Communications and Reporting
- (5) Quality Control

12.0 PARCS Management Office(s) and Utility Space

It is anticipated that the current facility management office and utility space may be relocated to the surface level of the 2004 Garage. In the event the Developer desires to locate the new facility management office and utility space at another location it shall be approved by the Department.